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The Solicitors' Journal and Reporter.

LONDON, MARCH 3, 1888.

CURRENT TOPICS.

THE TRUST Companies Bill, which was down for second reading in the House of Lords on Tuesday, was "postponed."

THE MEETING of the Associated Provincial Law Societies, at which the Land Transfer Bill will be discussed, is fixed for the 13th inst. at the Law Institution.

THE RULE made by the judges of the Court of Appeal respecting appeals which the parties consent shall be postponed is, we understand, being rather actively resorted to at present, many of the cases which are in the list of Court of Appeal No. I. being removed from the list on account of the absence of counsel on circuit.

IT IS UNDERSTOOD that a transfer of actions to Mr. Justice KEKEWICH will shortly take place, although there is a desire to defer it until the latest possible moment. We have frequently taken occasion to remark on the inconvenience caused by such a delay; the longer the notice that can be given of a transfer of actions the better it is for both suitors and members of the profession, and an early publication does not in any way inconvenience the judges.

JUST BEFORE the last Long Vacation, the members of the Court of Appeal No. 1 sat as a divisional court, and decided certain cases, one of which is now to come before them as a Court of Appeal. Of course, the individual appeal judges who gave this decision would not hear an appeal from their own judgment, and it is understood that the appellant and the respondent have been invited to say whether they will accept a formal dismissal of their appeal, so as to be put in a position to go to the House of Lords, but this the parties have declined, preferring to have the appeal argued. Having regard to the embarrassment caused in the case referred to by the appeal judges sitting as a divisional court, it may be important for them to consider in the future whether such a course does not involve as much inconvenience as it is supposed to save.

THE NEW EDITION of the Land Transfer Bill was issued on Wednesday, and we notice elsewhere the leading alterations which have been made. It will be observed that, while the Act of 1875 has been incorporated and recast, both in form and substance, with reference to the Conveyancing and Settled Land Acts, the provisions of last year's Bill with regard to the details of registration have been very little altered. Clauses 2 and 3 of the Bill, relating to compulsory registration, have, however, been recast and strengthened. As clause 3 now stands, it provides that, after an order for compulsory registration has been made:—

"(*a.*) A person capable of being registered as owner of any such land shall not, until he has been registered as owner of the land, be capable, by any conveyance on sale, mortgage, or settlement executed after the specified day, of conveying or creating any freehold estate in possession in the land, or of conferring any equitable right in respect thereof. (*b.*) A conveyance of any such land to which no person capable of being registered as owner of the land is a party, executed after the specified day, and purporting to confer on any person (i.) a freehold estate in possession; or (ii.) a term of years of which more than twenty-one years are unexpired at the date of the conveyance; or (iii.) a freehold rent-charge; shall not, unless it is a conveyance by way of mortgage only, confer on that person any right over the land except the right to be registered as owner, but on his registration his estate in the land shall date from the time at which it would, but for this section, have commenced. (*c.*) A person other than a mortgagee succeeding under the will or on the intestacy of any person dying after the specified day (i.) to a freehold estate in possession in any such land; or (ii.) to a term of years in any such land of which more than twenty-one years are unexpired at the date of the succession; or (iii.) to a freehold rent-charge on any such land, shall not, until he has been registered as owner, have any right over the land, except the right of being registered as owner, but on his registration his estate in the land shall date from the time at which it would, but for this section, have commenced."

It will be observed that the clause retains the system of double registration by the grantor as well as the grantee, and that, in the case of a person capable of being registered as owner, even the operation of an unregistered conveyance as a contract has vanished. We remain of the opinion we repeatedly expressed last year—that the efforts of solicitors will be most wisely and effectually directed against this clause, either towards securing its excision or postponement. If rumour is to be trusted, it is not impossible that an energetic effort in this direction may be successful. There is also one other leading point to be urged. The rules, upon which the practical working of the measure depends, must be scheduled to the Bill. As matters stand now, the Legislature and the profession are left in the dark as to not the least important part of the scheme.

A QUESTION OF considerable importance with regard to the jurisdiction of the court in relation to the costs of executors was raised before Court of Appeal No. 2 on Wednesday in a case of *Re Walters*. A contingent legacy to an infant was paid into court by the executors of the testator under the Legacy Duty Act (36 Geo. 3, c. 52). A summons was taken out by the guardian of the infant, asking that the income of the fund might be paid to him until the infant should attain twenty-one. An originating summons was issued by the next of kin of the testator, claiming the income during the minority of the infant, on the ground that it was undisposed of by the will. The two summonses were heard together by Mr. Justice KAY in chambers, when he decided that the income, until the infant should attain twenty-one, was undisposed of, and that the next of kin was entitled to it. The executors' solicitor asked that their costs might be allowed out of the income. Mr. Justice KAY asked what the costs would amount to. The solicitor replied that he did not know, as his bill was not yet made out, but that he thought the costs would not be less than five or six guineas. Mr. Justice KAY said that he should not allow anything like that sum. The matter afterwards came before the chief clerk, and the solicitor's bill, which had then been made out, was shewn to him. It amounted to about £13. The Chief Clerk did not attempt to tax it, but, acting on what Mr. Justice KAY had said, he allowed the sum of £3 3s. The matter was again referred to the judge, who confirmed the order of the Chief Clerk. The executors moved in court to discharge the order, and Mr. Justice KAY dismissed the motion. He expressed an opinion that R. S. C., 1883, ord. 65, r. 23, applied to the case. That rule provides that, "upon interlocutory applications, where the court or a judge shall think fit to award costs to any party, the court or judge may, by the order, direct payment of a sum in gross in lieu of taxed costs, and direct by and to whom such sum in gross shall be paid." On the appeal it was urged that this rule did not apply, and that the application was in no sense an "interlocutory" one; that by rule 1 the costs of an executor were not in the discretion of the judge, and that

the executors' solicitor was, by rule 8, entitled to charge according to the scale of fees annexed to the rules, subject to taxation in the ordinary way; and that an executor who had not been guilty of any misconduct ought not to be left to pay a part of his solicitor's costs out of his own pocket. The Court of Appeal were inclined to take the view that the costs had been, to a considerable extent, caused by a blunder of the executors in paying in the legacy to the absolute account of the infant instead of to a contingent account, which blunder had rendered a second summons necessary, and that the executors could not be entitled to any costs occasioned by their own blunder. Ultimately the parties compromised the matter, and the court did not deliver any judgment. But the case affords a fresh illustration of the tendency of one (at least) of the judges of the Chancery Division to deal harshly with solicitors in every question relating to costs.

We regret to learn that we have infringed the rights of "the true and first inventor" of a brilliant idea. We ascribed the establishment of the register of properties at the Law Institution to the letter suggesting it which we printed on the 21st of January last. We called attention to this letter at the time of its publication, and in the following week we received an intimation from the honorary secretary of the new City of London Law Library, that to some extent the suggestion had been already embodied in the prospectus of that institution. But from the 21st of January down to the appearance of the advertisement of the scheme on the 23rd of February, not a word reached us from the Incorporated Law Society to the effect that any project relating to a register was in hand, or had been in hand before our correspondent's letter appeared. There were also certain other reasons, into which it is not necessary to enter, for supposing that the scheme might be due to the letter. And, lastly, we imagined that a proposal for the establishment of a simple register of properties could not have taken more than a month to work out. It is obvious, however, that we were hasty in basing a conclusion on the last of these grounds. We ought to have remembered that, when a little stranger in the shape of a new idea arrives in the council room, it has to be looked at a long time before it can be adopted. We desire, therefore, that it should be clearly understood that the establishment of a registry at the Law Institution was "really determined on" before our correspondent's letter. Having, we hope, set this important matter right, we may proceed to observe that the registry was opened on Thursday, and that the arrangements, so far as they go, appear to be convenient and sensible. If you want to place any property on the register you pay your 5s. or 10s. fee at the office and obtain a receipt for it. You then proceed to the registry room on the second floor, hand in your copy entry to a courteous and efficient registrar, and if it is in proper form the entry is made, the receipt is cancelled, and the copy entry returned. The forms of register provided seem, so far as we can learn, to be well devised—for instance, if a searcher wants to know where money can be had on mortgage, he has only to run his eye down a column devoted to the amounts offered until he reaches the amount he wants; he then finds the names of the solicitors concerned, and a general description of the nature of the property offered as security. Printed regulations are issued to guide persons in making entries and searches, from which we learn that, "entries will be made in the register of clerkships wanted on the written request of *any person containing the necessary particulars.*" The advertisement issued by the council restricted the "privilege of making entries in the registers" to "members of the society." We ventured last week to suggest the exception of clerks wanting situations, and it now appears that "any person containing the necessary particulars" may request the entry. We desire to explain that this happy amendment is due to the unaided efforts of the council.

The decision of the House of Lords in *Bunch* v. *Great Western Railway Co.* has closed an amusing, though important, controversy. It is not everyone who dares to embark upon litigation with a wealthy opponent, knowing that the House of Lords and possible bankruptcy loom dimly at the end of the long series of appeals. Mrs. Bunch is to be congratulated that she has come triumphant out of the ordeal, and she and her bag have earned a place in legal history. Her career, indeed, has not been an unchequered success; the adverse opinion of one judge turned the decision of the Divisional Court against her, and she has found an enemy both in the Court of Appeal and in the House of Lords. But these are small matters compared to the substantial victory she has won. The point in dispute may be stated very shortly. A passenger arrives at a station before the train is timed to start, and, indeed, before it has been drawn up to the platform, but the time he allows himself is not unreasonably long. He intrusts his hand luggage to a porter, with an intimation that he will have it in the train with him. He then goes off upon other business, not necessarily connected with his journey. Is the company liable for the loss of the luggage? The answer now must be in the affirmative. When we last commented upon the matter (30 Solicitors' Journal, 395) we pointed out that the true test was, not for what purpose was the passenger absent, but was the luggage given to the porter for the purpose of suspending the journey, or of commencing or continuing it? This is the view which has now been adopted by the House of Lords, and it is settled that the intention of the passenger has to be considered and not the reason for which he absents himself. The decision is also based, indeed, upon the practice of the company to receive luggage upon the arrival of a passenger and to take charge of it until it is placed in the train, this practice having been found by the county court judge; but it seems unlikely that the company will, by any modification of it, be able to restrict their liability more effectually than they have done by their notices in the past. The material point is, that, so long apparently as the companies have porters to receive luggage and convey it to the train, so long must they be held liable for it during the whole course of this transit, and the transit is not interfered with by any delay that may arise before it reaches the train. Once there, indeed, a new set of cases will be found to govern the matter, and according to *Bergheim* v. *Great Eastern Railway Co.* in the Court of Appeal (3 C. P. D. 221) the company is not responsible except for negligence—that is, the duty of guarding it is thrown entirely on the passenger. In the case we are discussing, however, the Lord Chancellor threw doubt upon this doctrine, and considered that the liability of the company still continued, although modified by the duty of the passenger not to facilitate a loss by his own negligence. Lord Bramwell, following Lopes, L.J., in the Court of Appeal, argued strongly on the other side, and held that in expecting safe custody from a porter during the whole time of waiting, the passenger attempts a burden on the company's servant which he has no right to impose. The companies will doubtless think there is much weight in this consideration. It found, however, no other supporter in the House of Lords, and whichever way the balance of convenience may be thought to incline, there is no doubt now that passengers may leave the companies to look after their parcels for them. It may be predicted, however, that most people will still think they are themselves the best guardians of their own treasures.

The protracted preliminary inquiry at the Westminster Police Court into the charge of assault preferred by Lord Howard de Walden against Major Burrowes led to a discussion as to an important question of evidence—namely, the right to put leading questions in cross-examination. The prosecuting solicitor took an objection to the form of certain questions put during cross-examination by the counsel for the defence, and the magistrate is reported to have ruled that no questions could be put by the latter in a leading form. The correctness of this ruling would involve a great innovation in procedure by removing a distinction which has long been generally recognized, and which is thus broadly stated by Mr. Justice Stephen in his "Digest of the Law of Evidence" (Art. 138):—"Questions suggesting the answer which the person putting the question wishes or expects to receive, or suggesting disputing facts as to which the witness is to testify, must not, if objected to by the opposite party, be asked in an examination in chief or a re-examination, except with the permission of the court, but *such questions may be asked in cross-examination.*" So, in "Best on Evidence" (7th edition), p. 576, the rule is stated to be "that, on material points, a party must not lead his own witness, but may lead those of his adversary; in other words, that leading questions are allowed in cross-examination, but not in examination

in chief." On another page (p. 578), the author, after pointing out the circumstances under which the court will allow leading questions to be put during the examination in chief, adds: "It would seem that, for the same reason, if the witness shews a strong bias in favour of the cross-examining party, the right of leading questions ought to be restrained." This suggestion, however, seems to be inconsistent with the *dictum* of Mr. Baron ALDERSON in *Parker* v. *Moon* (7 C. & P. 408), that "you may put a leading question to an unwilling witness on the examination in chief at the discretion of the judge, but you may always put a leading question in cross-examination, whether a witness be unwilling or not."

MR. JUSTICE KAY'S strictures in *Allerton* v. *Cunnington*, on Saturday last, on the impropriety of a suitor's writing letters to the judge who has the case before him, are not in the least too strong, nor in any way uncalled for. The experience of this learned judge is similar to that of most other judges, and to that of most of the higher officials of the courts. Letters to judges are generally written with a view to prejudice the case of the other side in favour of the writer, and to lay before the judge statements which should, in the ordinary course, be proved in evidence. On the other hand, letters to officials are generally sent for the purpose of asking information which it is no part of their duty to afford, even if they were in a position to do so. Here is a specimen:—"Sir,—My grandmother, whose name was AMELIA JONES, died in the year 1794, and I am her heir. I know that she left a large property, which I am informed is in Chancery. Will you let me know where it is, and what is its amount?" Quite an interesting budget of such letters could be compiled if the officials who receive them would consent to their publication. The only answer to such letters is a suggestion that a solicitor should be employed. Letters to the judges are often not read, except by the judge's clerk, and are rarely heard of unless, as in the recent case, they so rouse the indignation of the judge as to incite him to mention them in court.

THE AMENDED LAND TRANSFER BILL.

ON the 23rd ult. a Bill intituled (like its predecessor of 1875) "An Act to simplify Titles and facilitate the Transfer of Land in England" was introduced, without a speech, by the Lord Chancellor. It contains 109 sections and a schedule—56 pages of print in all—and consists of a repeal and re-enactment of the Land Transfer Act of 1875, with the additions and modifications contained in the Bill of last session, including the alterations in the law of real property, and with a very considerable number of further alterations in the detail both of its form and substance. That the Bill is a consolidating, instead of an amending, measure is by far its most important feature as compared with the Bill of last year, and as to the desirableness of this change there cannot possibly be two opinions expressed.

A short general survey of the Bill, drawing attention to its more noteworthy points, will serve as the best introduction to the further study of its details which we intend to present to our readers from time to time as the session advances.

For the term "proprietor," introduced by the Act of 1875, the Bill substitutes "owner"—a word savouring less of foreign jurisprudence, and adopted frequently in recent statutes; it also has the advantage of having a corresponding verb "to own," and a noun "ownership," which save much periphrasis. One other expression of frequent recurrence introduced by the Bill is the word "burden," which includes every description of incumbrance, liability, or adverse right, whether registrable or not, operating in abatement of the powers and privileges of the registered owner of land.

Two sorts of ownership are recognized—the full owner and the limited owner (clause 5). This is a consequence of the Settled Land Act: the first is the tenant in fee simple, the second is the now scarcely less important legal character, the person having the powers of tenant for life under the Settled Land Act. The Bill admits but slight differences in their powers of making registered dispositions of the land; they may both sell and charge, with the proviso (clause 9 (3)) that in the case of the limited owner all moneys paid are to be paid either to the registered trustees of the settlement or into court.

With respect to compulsory registration, the Bill throws down the gauntlet boldly in clause 2. After providing for the gradual formation of districts, and the application to them of compulsory registration from time to time by Order in Council (as in last year's Bill), it provides (in effect) that where compulsion is applied no person capable of being registered as a landowner shall be capable of creating any legal estate or equitable right until he has himself been registered. This clause is worded quite differently to the corresponding clause of last year's Bill, and applies with equal force to the owner whose land has never been registered and the owner of already registered land under a registered disposition, thus rendering a separate provision (clause 9 in last year's Bill) for the latter purpose unnecessary.

The amount of examination or evidence required for an absolute, qualified, or possessory title is left entirely to the rules. Thus, until these rules appear, it is obvious that the public must remain very much in the dark on a point of vital interest. For, should it be found on the one hand that an absolute title is to be obtainable on terms not very different to those usually held satisfactory by purchasers on sales, the reception by the public of the system proposed would be very different from that it would meet with if (to go to the opposite pole) the arrangements for registering possessory title were found to be complicated or troublesome, in which case the influence of landowners—and especially of small landowners—would be ranged against the Bill.

Transfers, transmissions, and charges occupy the next ten clauses (10 to 17). These provisions have received many amendments in detail, which will be observed upon later, but are in their chief features the same as before.

We observe that no power to grant leases is given to the registered owner as such—not even where his title is absolute. No doubt lessees are very easily satisfied as to their lessor's title, but still, it seems as if an opportunity for a very distinct improvement in this respect was being thrown away by the omission to include among the powers of a registered owner the right to grant leases and to give a good receipt for rent. This latter power would be specially welcome to tenants in case of adverse claims to the reversion, and no injustice would be done to the new claimant, who could move to have the register rectified at any moment.

In respect of incumbrances and burdens, the Bill is a great improvement on all previous measures. The hand of a learned and skilled conveyancer is clearly apparent in the clauses (*e.g.*, 19 and 20) dealing with these subjects. Burdens are divided into two classes, one requiring registration in order to affect registered land, the other not requiring registration, though in some instances admissible to the register if desired; also a note may be made declaring that land is exempt from any of these latter where such is proved to be the case. The list of burdens requiring registration (clause 19) includes incumbrances subsisting at first registration, charges, and powers to charge, leases, *lis pendens*, judgments, and conditions relating to the use or enjoyment of land. The burdens that do not require registration are all (clause 20) either small matters or matters of notoriety.

Mines and minerals are then dealt with (clause 21), and other minor matters. Clause 25 re-enacts section 21 of the Act of 1875, "No acquisition of title by adverse possession," a rule upon which we have already made repeated comment.

Provisions for applying the principles of registration to leaseholds, mines and minerals, and incorporeal hereditaments, and any other rights that may be prescribed by rules, bring Part I. of the Bill to a close.

Part II., "Confirmation of Title and Boundaries," is taken almost *verbatim* from the Bill of last year, except that express power is now given (which would always, in our belief, have been held to be implied) for persons already registered with possessory or qualified title to apply to be promoted to qualified or absolute titles, according to the evidence adduced.

Inserted in this part (clause 34) is a very important provision (which our readers may remember was suggested by a correspondent in these columns some weeks ago), aiming at the creation of absolute titles on sales at no cost to the purchaser. It provides, in effect, that where any person is registered with possessory title he may sell with absolute title if the purchase-money be paid into court, to be paid out to him on proving his title. This provision

will be popular enough with purchasers, but as the option of using it lies with the vendor, its extended operation in practice will (as we pointed out *ante*, p. 215) depend entirely upon whether, when the purchase-money has been paid into court, it is found a fairly easy matter to get it out again.

The provisions as to the insurance fund and the rectification of mistakes (clauses 50, 51, 53) remain as in last year's Bill.

Succession duty has been made the subject of a very elaborate clause (68), of which the gist is, that land is not to be liable to it unless it be definitely assessed and registered as a burden; the commissioners having, however, six months' grace wherein they may maintain notice of it as a claim merely against the estate.

Parts IV. and V.—"Amendments of the Law of Real Property" and "The Registering Authority"—are substantially the same as in last year's Bill. So also is Part VI., "Supplemental," and the schedule as to the insurance scheme.

SALE BY A TENANT FOR LIFE UNDER THE SETTLED LAND ACT, 1882.

II.—Restrictions on the Power of a Tenant for Life to Sell.

Having now considered who are the persons entitled, as being tenants for life, to sell settled land, we proceed to state the restrictions which have been imposed on their otherwise absolute power of sale.

Sales to be made for best price.—In the first place, every sale must be made at the best price that can reasonably be obtained (section 4 (1)); but a purchaser dealing in good faith is protected by section 54, though if there was any absence of good faith, the title would be bad if a higher price might have been got: *Cardigan* v. *Curzon Howe* (30 Ch. D. 540). A purchaser is always to be taken to have been dealing *bonâ fide* until the contrary is proved.

Sale of mansion.—In the case of a sale of the principal mansion-house on any settled land, and the demesnes or lands usually occupied with it, the consent of the trustees or the leave of the court is necessary (section 15). On this section it is to be observed that there may be considerable doubt in some cases as to what is the principal mansion-house. For instance, if a number of estates are settled together, and there is a mansion-house on each, is each house to be considered as a "principal mansion-house"? Probably such is the case. And, again, there may often be a difficulty as to what is meant by "the demesnes thereof." This, however, is certain, that, if the trustees or the court consent, the mansion-house may be sold against the evident wish of the settlor: *Re Brown's Will* (27 Ch. D. 179); but before giving its consent the court must be appraised of all the facts of the case, and it is not enough merely to shew that the land proposed to be sold will sell better with the mansion-house than it will without it: *Re Sebright's Settled Estates* (35 W. R. 49, 33 Ch. D. 429). Moreover, if the mansion contains heirlooms, when it is sold they must be sold also, or some provision must be made for their disposal: *Re Brown's Will* (*ubi suprà*)

Timber.—Timber cannot be sold without the consent of the court or of the trustees if the tenant for life is impeachable for waste (section 35).

Heirlooms.—The sale of heirlooms is even further restricted, for an order of the court is in all cases necessary before they can be disposed of (section 37). It is to be noticed that this section applies to heirlooms settled to descend, so far as possible, with a title of honour, such as a baronetcy or earldom; for such titles, being incorporeal hereditaments, are "land" within the meaning of the Act: see *Sir J. Rivett-Carnac's Will* (33 W. R. 837, 30 Ch. D. 136), *Re Earl of Aylesford's Settled Estates* (34 W. R. 410, 32 Ch. D. 162).

Incumbered Estates.—A tenant for life, who has assigned or charged his interest, cannot sell without the consent of the assignee or incumbrancers (section 50 (3) and (4)): *Re Sebright's Settled Estates* (35 W. R. 49, 33 Ch. D. 429). Probably all that is meant is that he cannot make a good title against the assignee or incumbrancers without their consent, which, however, would only be necessary if the sale was likely in any way to operate to their prejudice. The meaning is not made quite clear by the wording of the section, but it can hardly be intended that, supposing a life tenant of a large estate has incumbered his interest to a very small extent, he should be unable to sell even a small part of the estate without the consent of the incumbrancers, who might have ample security left, and be in no way prejudiced by the sale. On the hearing of *Re Sebright* before North, J., the question was raised, though not decided, whether a tenant for life, who had incumbered his life estate up to the hilt, could sell at all. North, J., came to the conclusion that he could do so, although practically he would be selling only the reversion, and on that ground he expressed a further opinion that all the money to arise from the sale must be held by the trustees for the benefit of the remaindermen. We fail to see the reason for this *dictum*, for in an ordinary case, if the tenant for life sells, he is entitled to the whole of the increased income which may be derived from the purchase-money, and surely there being charges on the life estate which have exhausted all the rents, but which may not exhaust all the income to be derived from the investment of the purchase-money, ought to make no difference, but the tenant for life should get the surplus.

The tenant for life is a trustee for all parties interested (section 53); but this in no way prevents him from exercising his power of sale in a fair and proper manner.

Settlement by way of trust for sale.—When the settlement is by way of trust for sale, the power of sale is not to be exercised without the leave of the court (Settled Land Act, 1884, s. 7); and a tenant for life desiring to sell must make out a proper case to induce the court to sanction a sale: *Re Houghton's Estate* (33 W. R. 869, 30 Ch. D. 102). The case of *Re Hale and Clark* (34 W. R. 624), which has been decided since the Act of 1884 came into operation, is difficult to understand. There the land was apparently settled by way of trust for sale, the rents, in the meantime, to be paid to the sons of the settlor, whose life interests were the subjects of the trust for sale; and there was a covenant by these persons that they would not take the land *in specie*. It was decided, apparently ignoring the Act of 1884 altogether, that, assuming the covenant not to put an end to the trust by taking the land *in specie* to be valid, still, as the sons could bid at any sale the trustees might make, they ought to be treated as if they had purchased the life estates, in which case they would be tenants for life under the Act. If this principle were to be fully carried out, it might be applied in the case of every trust for sale, and it seems to us that the Act of 1884 would so far be endered nugatory.

THE BARALONG MARRIAGE CASE.

The case of *Re Bethell*, *Bethell* v. *Hildyard* (*ante*, p. 257), in which Mr. Justice Stirling recently delivered judgment, raised several questions of the highest importance. We propose in this article to discuss shortly the deductions which may be drawn from that decision.

The facts of the case may be briefly stated thus. Christopher Bethell left England for the Cape of Good Hope in the year 1878; in October, 1883, while still retaining his English domicil, he went through the form of marriage with Teepoo, a Baralong girl, according to the ceremonies or customs of the Baralong tribe, among whom he was then residing. He was killed in July, 1884, in an encounter with the Boers. He had issue by Teepoo one child, which was born a few days after his death. At the time of his death he was entitled, under his father's will, to the income of certain real estate in Yorkshire, with limitations in favour of his child or children, if any. The question raised in the case was whether the child of the union between Christopher Bethell and Teepoo was entitled to the property as the child of Christopher Bethell, or, in other words, whether there was any valid marriage between them, the Baralongs being a tribe whose customs recognized polygamy.

It may be useful to state at the outset that, as regards the requisite form or ceremony with which the parties must comply in order to constitute a valid marriage, it is well settled that the *lex loci contractus* prevails—that is to say, it is only necessary that the marriage should be contracted in the form recognized as valid by the law of the country where the marriage takes place. "The law of a country where a marriage is solemnized must alone decide all questions relating to the validity of the ceremony by which the marriage is alleged to have been constituted": *Sottomayor* v. *De Barros* (3 P. D. 1). But this principle only applies to "marriage" in the sense in which that term is used and recognized in Christian countries, meaning thereby "the voluntary union for life of one man and one

woman to the exclusion of all others." The principle, therefore, relating to the form and ceremony of marriage assumes that it is "marriage" (as above defined) which is being contracted, and it enunciates the form in which it may take place. This appears to us to be founded on good sense. Of course, where parties go through a form or ceremony in a country where that form or ceremony is used for contracting "marriage" (as above defined), it is clear that "marriage" must be the subject-matter of their contract; but where, on the other hand, the form or ceremony is one which is ordinarily used for contracting a different kind of relation altogether – namely, a polygamous union or a union admitting of polygamy – the inference could not fairly arise from the mere ceremony itself that any other contract or relationship was intended than that which the ceremony usually accompanied. At any rate this would appear to be so where one of the contracting parties was a native of the country in which polygamy prevailed.

In the case under discussion, Mr. Justice Stirling decided that there was no "marriage" (as above defined). The principle on which the learned judge based his judgment is thus stated by him; after referring to the judgments in *Warrender* v. *Warrender* (2 Cl. & F. 488) and *Hyde* v. *Hyde* (1 P. & D. 130) he says:—"I conceive that, having regard to those authorities, I am bound to hold that a union formed between a man and a woman in a foreign country, although it may there bear the name of a marriage, and the parties to it may there be designated husband and wife, is not a valid marriage according to the law of England, unless it is formed on the same basis as marriages throughout Christendom, and be in its essence 'the voluntary union for life of one man and one woman to the exclusion of all others.'" The learned judge then proceeded to examine the evidence in the case, and upon that he came to the conclusion that the union which Christopher Bethell contracted and intended to contract was a marriage as known among the Baralongs, and not a "marriage" as above defined.

The evidence which the learned judge examined was partly negative evidence, being "an absence of that reputation of marriage (in the Christian sense) which has in many cases afforded weighty evidence of the actual existence of such a union," and partly positive evidence from which Mr. Bethell's real intentions might be gathered.

From the view which the learned judge took of the case, one result, at any rate, appears reasonably clear, if any doubt can be said to have hitherto existed on the point – namely, that a domiciled Englishman does not contract a "marriage," as known to the English law, by merely going through the form or ceremony of a so-called marriage with the native of a country where polygamy prevails. The opposite view would have produced the result of imputing a contract which the parties, or, at any rate, one of them, might never have intended or even contemplated. The fact, however, that the learned judge examined the evidence and expressed a readiness to have listened to further evidence if such could have been adduced, seems to shew that, in his view at any rate, a "marriage" might be constituted in such a case, but that the *onus* of proving "marriage" would rest on the person alleging marriage; that it is possible for an Englishman to make a valid marriage in a polygamous country with a native of that country, if he really intends a "marriage," but that there must be something beyond the mere evidence of the "ceremony" in order to support it.

Such, therefore, seems to be the law deducible from the Baralong marriage case, and it accords with the view apparently suggested by Lord Brougham in *Warrender* v. *Warrender*. He there says (2 Cl. & F., at p. 531):—"If, indeed, there go two things under one and the same name in different countries—if that which is called marriage is of a different nature in each—there may be some room for holding that we are to consider the thing to which the parties have bound themselves, according to its legal acceptance in the country where the obligation was contracted." This was the view, we conceive, taken by Mr. Justice Stirling, who considered that it was open to him to hold (as he, in fact, did hold) that the thing to which the parties had bound themselves was a Baralong marriage only. No doubt there will be some who contend that the law relating to marriage is to be regulated from the point of view of public policy, and that it must in all cases be presumed against a domiciled Englishman that the thing which he intended was "marriage" in the Christian sense, and that no evidence from him should be admissible to rebut such a presumption. It is, of course, true that grounds of public policy prevent "marriage" being regulated by mere principles of contract; at the same time the effect of presuming "marriage" in such a case as that suggested, especially where the presumption could not be raised against the other contracting party, might, we think, lead to results which—likewise from the view of public policy—should be avoided.

Lord Bramwell's Evidence Bill, which was taken up by the Government last year, is introduced this year in substantially the same form by the Attorney-General.

REVIEWS.

LAW LISTS.

THE LAW LIST, 1888. Stevens & Sons.

We do not know that it is necessary to say more with reference to this complete and valuable publication than that it contains the usual features, but is brought down to an unusually recent date before publication. It contains, for instance, the names of the Queen's Counsel appointed two or three weeks ago. It is singular that the changes effected in a year should cause so slight an increase in the bulk of the volume. The present issue, for instance, contains (apart from advertisements) 1,354 pages, as compared with 1,326 last year. The red colour of the edges of the pages containing the list of country certificates, which was a most useful alteration last year, is adopted in the present issue.

THE INCORPORATED LAW SOCIETY'S CALENDAR AND LAW DIRECTORY FOR THE YEAR 1888. Published by authority of the Council of the Incorporated Law Society, by Kelly & Sons.

We are glad to observe that a strenuous effort has been made to increase the practical convenience and utility to the practitioner of this calendar. The information on subjects affecting the practitioner, and falling within the scope of a law list, is full and well arranged, and by means of an ingenious system of colouring the edges of the pages and printing them with various references, access to any part of the book is rendered easy. There is a useful list of provincial law societies at pp. 1228, 1229. We have detected no omissions or inaccuracies in the portions of the work we have referred to. We would suggest that in the next edition some means should be adopted of indicating the place at which country solicitors who have two or more addresses have their permanent offices.

CORRESPONDENCE.

THE TRUST COMPANIES BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have read with much interest your article on Lord Hobhouse's Trust Companies Bill, and agree in the main with your comments thereon.

The point to which I venture to think the Incorporated Law Society should more particularly direct its attention is the obtaining power to any executor or administrator to charge a commission on assets administered by him, instead of this being limited to a trust company as the Bill proposes.

In some, if not most of our colonies, the executor or administrator is paid his commission as a matter of course, and it seems only fair that, if a company is permitted, as a matter of business and for profit, to act as executor or administrator, individuals should be allowed to do the same. Trust companies would then possibly supply a want, but there is no reason why they should be authorized to do what a private individual may not do.

The acting as trustee is a somewhat different matter, but in this case also I see no reason for any distinction between companies and individuals.

The family solicitor's clause is apparently intended to catch the eye, and, looked at from the solicitors' point of view, is practically valueless, as I doubt if one will or settlement in one hundred contains a direction as to the solicitor who is to conduct the legal business. I have never myself seen, nor, except in the case you mention, even heard of such a provision, though I remember once being asked to insert it in a will in favour of myself, but I declined to do so.

E. E. L.

Feb. 25.

THE LATE MR. OSBALDESTON.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your columns bore fitting witness last week to the wide regret with which the death of Mr. M. D. Osbaldeston would be received in the legal profession. I would ask your permission, failing a communication being made to you by some member of the profession having a better right to bear tribute to his memory than myself, to add a few words to the brief notice in your journal of this sad event. I ask this favour partly because I had the privilege of his intimate friendship for many years, and partly because I humbly think that his career is one which should not be lightly permitted to pass away from our view.

He offered one of the most complete examples of sterling merit, coupled with an utter absence of self-assertion, that I have ever known. Not gifted with brilliant abilities, nor backed by private influence, he nevertheless made his way to the front ranks of the pro-

fession by the pure force of indomitable industry and devotion to his work, transparent rectitude of character, and a kindness of disposition which made for him friends in every direction, who are now deeply regretting his loss.

I am very far indeed from saying that there are not to be found many such men among us still, but in these days in which the elements of professional success are largely identified in many minds with sounding brass and vulgar self-advertisement, it is refreshing to contemplate the life of a man who made many friends and no enemies, whose advancement created no jealousy, and whose gentle and unselfish nature only served to bring into greater relief his most justly respected legal attainments. E. F. T.

Feb. 27.

THE REMUNERATION ORDER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—By rule 11, Part I., Schedule I., of General Order made in pursuance of the Solicitors' Remuneration Act, 1881, the scale does not apply in cases of sales under the Lands Clauses Consolidation Act or any other private or public Act under which the vendor's charges are paid by the purchaser.

Can a solicitor charge his client (the vendor) the scale charge, allowing for the amount received from the purchasers, they being charged on the old system?

If not, an injustice seems to be done to solicitors by their having to receive in cases of large sales to a company under the Lands Clauses Consolidation Act less remuneration than they would receive in case of a sale to a private purchaser. VENDOR'S SOLICITORS.

[We do not see how, under the rule, the scale can apply at all to such sales.—ED. *S. J.*]

STAMP ON DISCLAIMER UNDER BANKRUPTCY ACT, 1869.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can you, or any of your readers, inform us whether any, and what, stamp is required upon a disclaimer of a lease by a trustee under the Bankruptcy Act, 1869?

The disclaimer commences:—"Take notice that I, the undersigned," &c., and concludes with the date and attested signature. It is under hand merely. B. & W.

London, Feb. 23.

[We presume that our correspondents intend to refer to a disclaimer of a lease under the Bankruptcy Act, *1869* [not 1883], by section 23 of which the lease is "to be deemed to have been surrendered" at the date of the disclaimer. Query, is a surrender stamp of 10s. necessary?—ED. *S. J.*]

THE INCORPORATED LAW SOCIETY'S REGISTER OF PROPERTIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The institution of a registry office for sales, &c., of property, referred to in your issue of the 25th inst, is a step in the right direction, but why should not the Incorporated Law Society go a step further, by publishing monthly in the form of a circular a copy of the register of properties for sale, &c. This would be specially useful to the "country cousins," members of the Incorporated Law Society, and a small charge might be made. R N. R.

Feb. 25.

*** *Letters to the editor for insertion in the current week's number must reach the office on or before Thursday morning.*

In the House of Commons on Tuesday Mr. Powell-Williams asked the Home Secretary whether, since recent legislation reserved the punishment of flogging for offences attempted by violence, he would bring in a Bill to repeal the provisions of 7 & 8 Geo. 4, c. 28, under which William Roberts was recently sentenced at the Liverpool Assizes to thirty lashes. Mr. Matthews said: I have consulted the Lord Chancellor and the Lord Chief Justice, and they concur in the opinion that the section in question should be repealed. Steps will accordingly be taken by the Government to effect its repeal.

In the House of Commons on Tuesday Mr. E. Robertson asked the Attorney-General whether he would lay upon the table a return shewing what appeals to the House of Lords remained undecided, and giving the dates when they were heard. The Attorney-General said: There is not, in my opinion, any necessity for the return asked for by the hon. and learned member. I may add that there are only five appeals waiting for judgment, and they were all heard since the Long Vacation. The only case heard before the Long Vacation has to be re-argued.

CASES OF THE WEEK.

COURT OF APPEAL.

GUARDIANS OF HIGHWORTH AND SWINDON UNION *v.* GUARDIANS OF WESTBURY-ON-SEVERN UNION—No. 1, 22nd February.

POOR LAW—SETTLEMENT BY RESIDENCE—DIVIDED PARISHES ACT, 1876 (39 & 40 VICT. c. 61), ss. 34, 35.

Appeal from the decision of a divisional court (Stephen and Charles, JJ.). The pauper, Eliza Wait, was the lawful daughter of Charles and Matilda Wait, and was born in the parish of Wanborough, in the Highworth Union, on the 27th of October, 1861, her father having been born in the same parish. In 1862 they all three left Wanborough and resided in the parish of Rhydgwern, in the Newport Union, till the 2nd of August, 1868, when Charles Wait died. In 1871 Matilda Wait married again, and in November, 1885, she and her husband and the pauper left Rhydgwern and went to reside in Adsett, in the Westbury-on-Severn Union, where, on the 21st of September, 1886, the pauper became chargeable. The pauper had always been physically incapable of work, and had been in receipt of relief from the Newport Union from the 5th of June, 1880, up to the time she left Rhydgwern. She attained the age of sixteen on the 27th of October, 1877. An order of removal to the Highworth Union having been made, the Divisional Court held that the pauper had acquired a settlement at Rhydgwern, in the Newport Union.

THE COURT (Lord ESHER M.R., and FRY and LOPES, L.JJ.), having taken time to consider, allowed the appeal. The judgment of the court was read by LOPES, L.J. He said that the case was governed by sections 34 and 35 of the Divided Parishes Act, 1876. By them a child under sixteen took a settlement from its father, if alive, or from its widowed mother after the father's death if the mother had acquired a settlement in her own right. After sixteen the child did not take any settlement acquired by its father or widowed mother, but it retained the settlement it had had when it attained sixteen until it acquired another. The doctrine of emancipation could no longer prevail, and every child, whether mentally or morally incapacitated on attaining sixteen, became capable of acquiring a settlement. In this case the pauper, till she attained sixteen, had her father's settlement in Wanborough. The mother, on her remarriage, acquired her husband's settlement, but ceased to be a widowed mother, and therefore the pauper did not acquire such settlement. The pauper had not resided in Rhydgwern so as to acquire a new settlement, because she was in receipt of relief from the 5th of June, 1880, until she left. She had, therefore, not acquired any new settlement since she attained sixteen, and she was consequently possessed of her father's settlement, and was chargeable to the Highworth Union.—COUNSEL, *H. D. Greene*, Q.C., and *Fraser Macleod; Lumley Smith*, Q.C., and *R. Cunningham Glen*. SOLICITORS, *Wilkins, Blyth, & Co.; Few & Co.*

HASLAM FOUNDRY AND ENGINEERING CO. *v.* HALL & CO.—No. 1, 23rd February.

PATENTS, &C., ACT, 1883 (46 & 47 VICT. c. 57), s. 31—ACTION FOR INFRINGEMENT OF PATENT—GRANT OF CERTIFICATE—APPEAL—"JUDGMENT OR ORDER"—JUDICATURE ACT, 1873, s. 19.

In an action for the infringement of a patent, the defendants denied the validity of the patent, and delivered particulars of numerous objections thereto. The defendants established one objection, but failed upon all the others. Judgment was accordingly entered for the defendants, and Stephen, J., who tried the case, upon the application of the plaintiffs, granted a certificate under section 31 of the Patents, &c., Act, 1883, which provides that "in an action for infringement of a patent, the court or a judge may certify that the validity of the patent came in question; and if the court or a judge so certifies, then in any subsequent action for infringement, the plaintiff in that action, on obtaining a final order or judgment in his favour, shall have his full costs, charges, and expenses, as between solicitor and client, unless the court or judge trying the action certifies that he ought not to have the same." The defendants having appealed from the decision as to the grant of the certificate, the plaintiff took the objection that no appeal lay.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) allowed the objection. Section 19 of the Judicature Act, 1873, gave the Court of Appeal jurisdiction to hear appeals from any "judgment or order" of the High Court. By section 100 "judgment" was to include decree, and "order" was to include rule. The grant of a certificate was a well-known part of the action of the court. Judges granted certificates under the Patent Acts, certificates for a special jury, certificates that a summons was proper to be attended by counsel, and certificates under 3 & 4 Vict. c. 24, where the plaintiff recovered less than 40s. in an action of trespass. None of these could be called "judgments or orders." Therefore, the Legislature would have expressly given an appeal if they had intended that there should be one. For these reasons the appeal did not lie.—COUNSEL, *Sir Richard Webster*, A.G., *Aston*, Q.C., and *Carpmael; Sir Henry James*, Q.C., *Moulton*, Q.C., and *Bousfield*. SOLICITORS, *Wilson, Bristows, & Carpmael; J. H. & J. Y. Johnson.*

FANSHAWE *v.* THE LONDON AND PROVINCIAL DAIRY CO.—No. 2, 29th February.

PRACTICE—MODE OF TRIAL—JURY—DISCRETION OF JUDGE—R. S. C., 1883, ORD. 36, RR. 3, 4, 5, 6, 7 (*a*).

A question arose in this case as to the right of a party to have an action tried with a jury. Rule 2 of order 36 gives the right to either plaintiff or

defendant, in certain specified actions, to have the action tried with a jury. Rule 3 provides that "causes or matters assigned by the principal Act to the Chancery Division shall be tried by a judge without a jury, unless the court or a judge shall otherwise order." By rule 4 "the court or a judge may, if it shall appear desirable, direct a trial without a jury of any question or issue of fact, or partly of fact and partly of law, arising in any cause or matter which, previously to the passing of the principal Act, could, without any consent of parties, have been tried without a jury." By rule 5 "the court or a judge may direct the trial without a jury of any cause, matter, or issue requiring any prolonged examination of documents or accounts, or any scientific or local investigation, which cannot, in their or his opinion, conveniently be made with a jury." Rule 6: "In any other cause or matter, upon the application of any party thereto for a trial with a jury of the cause or matter or any issue of fact, an order shall be made for a trial with a jury." Rule 7 (*a*): "In every cause or matter, unless, under the provisions of rule 6 of this order, a trial with a jury is ordered, or, under rule 2 of this order, the party has signified a desire to have a trial with a jury, the mode of trial shall be by a judge without a jury, provided that in any such case the court or a judge may at any time order any cause, matter, or issue to be tried by a judge with a jury, or by a judge sitting with assessors, or by an official referee or special referee with or without assessors." The present action was brought in the Chancery Division to restrain the defendants from committing a nuisance by noise. The defendants applied to Kay, J., for an order that the action should be tried with a jury. Kay, J., refused the application. It was argued that rule 6 gave the defendants a right to a jury, and that the judge had no discretion in the matter.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision. COTTON, L.J., said that the point had really been decided by the Court of Appeal in *The Temple Bar* (11 P. D. 6), in which it was held that rule 6 only applied to cases which were not provided for by the previous group of rules. The present action, being brought in the Chancery Division, was within rule 4. But under rule 7 (*a*) a party could apply for a trial with a jury, though the judge could also, under that rule, direct a trial with a jury *mero motu*. If a rule gave a discretion to the judge, it would be wrong to say that the parties could not apply to him to exercise his discretion and bring before him any matters material to the exercise of it. Under the Rules of 1875 every party to an action had a right to a trial with a jury on giving certain notice, subject to the power of the court in certain cases to direct a trial without a jury. Under the Rules of 1883 it was not every party who had a right to a trial with a jury. Except in certain cases, the court had a discretion as to ordering a trial with a jury, and those who asked the judge to exercise the discretion must shew him a reason for his doing so. In the present case the judge had exercised his discretion, and there was no reason why this court should interfere. LINDLEY, L.J., said that every party who before the Rules of 1883 was entitled to trial by jury was so entitled still, and no party who before the Rules of 1883 was not entitled to trial by jury was so entitled now. But there were cases in which the court could order a trial by a jury where, without such an order, the trial would be without a jury, and so there were cases in which the court could order a trial without a jury where, without such an order, the trial would be with a jury. But the law in this respect was not new, for the Court of Chancery could direct an issue. This led to the insertion of the last words in rules 3 and 4, and the courts of common law had formerly the powers now conferred by rule 5. Rule 4 was confined to causes which, under the old law, could be tried without a jury without any consent, and it applied to admiralty and chancery actions. What the Rules of 1883 really did was to make trial without a jury the normal mode of trial, except where trial by jury was ordered under rules 3, 6, or 7 (*a*), or might be had without an order under rule 2. Rule 6 gave no right to a trial by jury in cases which before could, without any consent of parties, be tried without a jury. BOWEN, L.J., concurred.—COUNSEL, *Ince*, Q.C., and *T. H. Robertson*; *Marten*, Q.C., and *Russell Roberts*. SOLICITORS, *Frere & Co.*; *Kennedy, Hughes, & Kennedy*.

HIGH COURT.—CHANCERY DIVISION.

Re ROSS, HICKS *v.* ROSS—Kay, J., 25th February.

WILL—CONSTRUCTION—VESTED INTEREST—GIFT OVER—"SHALL DIE"—FORFEITURE—"GET INTO DEBT"—UNCERTAINTY.

Testator left £800 a year to be appropriated by his trustees to the maintenance of his daughter's eight children. This was held by Bacon, V.C. (14 Eq. 141), to be a gift of a perpetual annuity. The will continued as follows:—"If any of the said children shall die, their mother shall have the benefit of the deceased child or children's share or shares. The trustees shall have the power, should any one of the said children get into debt, to forfeit their share or shares and divide it with the other children." Two of the children were still under twenty-one.

KAY, J., said that the words "shall die" meant shall die in the lifetime of the testator, so that in that respect the children's interests were absolute. The forfeiture clause was not void for uncertainty, but the trustees had a discretionary power under it, so that the shares of the children who had attained twenty-one were still liable to defeasance, and could not be paid out to them at present. When the infants attained twenty-one they could join in waiving all claims by accruer, and the fund could then be divided. The petition asking for payment out must stand over generally, with liberty to apply to restore it when the children were all of age.—COUNSEL, *Renshaw*, Q.C., and *Sturges*; *Marten*, Q.C., and *Cann*; *Bush*, Q.C.; *Farwell*; *Macaskie*. SOLICITORS, *Theobald*; *Montagu Hawkins*.

LAVERY *v.* PURSELL—Chitty, J., 23rd February.

SPECIFIC PERFORMANCE—STATUTE OF FRAUDS, s. 4—"INTEREST IN LAND"—AGREEMENT FOR SALE OF A HOUSE TO BE PULLED DOWN IN TWO MONTHS—PART PERFORMANCE—DAMAGES IN LIEU OF SPECIFIC PERFORMANCE—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 11.

In this case, being an action by a purchaser for specific performance or damages, the question arose as to whether an agreement for the sale of buildings to be taken down and cleared away by the purchaser two months after date was void as being a contract for the sale of land, or interest in land, within section 4 of the Statute of Frauds. By the conditions of sale possession was to be given to the purchaser during the two months, but the vendor was to be entitled to a right of general access. A further question arose whether, in the event of a court holding that there was part performance, damages could be given.

CHITTY, J., held that the agreement was within the statute, as the purchaser was to buy a standing house, and not bricks and mortar. Moreover, the circumstance that the purchaser was to be entitled to an occupation of two months shewed that the agreement was one which transmitted rights both in respect of the soil and the tenement on the soil. On the further question he held that there was part performance, but that as the agreement was one which would at no time have been enforced in equity, inasmuch as it was an agreement to be performed in less than a year, or before a time at which a decree could possibly be obtained from the court: *Nesbitt* v. *Meyer* (1 Swans. 223), the purchaser was not entitled to damages in lieu of specific performance. The Judicature Act, 1873, s. 25, sub-section 11, did not enlarge the jurisdiction so as to enable the court to decree damages in cases where, before the Judicature Act, damages could not have been recovered: *Re Northumberland Avenue Hotel Co.* (30 SOLICITORS' JOURNAL, 156, 33 Ch. D. 16). He, therefore, dismissed the action, but as the purchaser had succeeded in establishing facts which the defendants had put in issue, he dismissed it without costs.—COUNSEL, *Sir Arthur Watson*, Q.C., and *D. L. Alexander*; *Romer*, Q.C., and *Hatfield Green*; *Macswinney*. SOLICITORS, *H. Montague*; *V. J. Chamberlain*; *T. G. Bullen*.

Re THE MISSOURI STEAMSHIP CO.—Chitty, J., 28th February.

CONFLICT OF LAWS—AFFREIGHTMENT CONTRACT—CHARTER-PARTY—LEX LOCI CONTRACTUS—LAW OF THE FLAG.

In this case the question arose whether the *lex loci contractus* or the law of the flag, that is to say, the personal law of the shipowner, should govern an affreightment contract (Westlake's International Law, 2nd ed., s. 208). The contract was a charter-party made at Boston with a citizen of Massachusetts by the agent of an English shipping company for shipment to Liverpool in one of the company's vessels of the charterer's goods. The charter-party contained a stipulation exempting the company from liability caused by negligence of the master or crew. By the law of England the exemption is valid, but by the law of Massachusetts, as at present ascertained, such an exemption is void, although it appears that its invalidity has been questioned in the case of *Re Montana*, now before the Supreme Court of the United States, and upon which that court has not yet delivered judgment. The goods were lost off the coast of Wales in English waters, and the company claimed the benefit of the exemption.

CHITTY, J., after referring to and discussing the cases of *Lloyd* v. *Guibert* (L. R. 1 Q. B. 115) and *The Peninsular and Oriental Navigation Co.* v. *Shand* (3 Moo. P. C. Cas. N. S. 272), and distinguishing the present case from that last named by the circumstances that in the last named both persons were British subjects, and the contract was made in England, whereas in the present case one party only was a British subject, and the contract was made in Boston, said that such differences, although proper to be taken into consideration on the general question, had little or no bearing on the question of the intention of the parties to be inferred from the particular stipulations. As was said by Willes, J., in *Lloyd* v. *Guibert*, "recourse must first be had to the language of the contract itself, and (force, fraud, and mistake apart) the true construction of the language of the contract is the touchstone of legal right." The circumstance that the stipulations which the charterer sought to have struck out of the charter-party were allowed by the law of the one country and disallowed by that of the other country afforded a cogent reason for holding that the parties were contracting with reference to the law of the country which allowed, and not to the law of the country which disallowed, the stipulation, as it was unreasonable to presume that the parties inserted stipulations which they intended to be nugatory and void. Moreover, on the facts of the case, a more limited proposition might be adopted. The loss accrued in English waters. Conceding that it would be possible (without saying that it would be reasonable) to presume that the parties contracted with reference to the law of Massachusetts in respect of loss by negligence within the territorial waters of that State, it also appeared to be unreasonable to presume that the parties contracted with reference to the law of that State in respect of a loss occurring outside the limits of that State. He held that the exemption was valid—first, on the general ground that the contracts were governed by the law of the flag; and, secondly, on the particular ground that, from the provisions of the contract itself, it appeared that the parties were contracting with a view to the law of England. [It was stated that the question would be taken to the Appeal Court.]—COUNSEL, *Cohen*, Q.C., and *Frederic Thompson*; *Sir Walter Phillimore*, Q.C., and *Carver*. SOLICITORS, *Robins, Cameron, & Kemm*, for *Bateson, Bright, & Barr*, Liverpool; *Gregory & Co.*, for *Hill, Dickinson, & Co.*, Liverpool.

Re LE PHENIX—Chitty, J., 28th February.

LIFE ASSURANCE COMPANIES ACTS, 1870-2—PAYMENT OUT OF DEPOSIT—PRACTICE.

In this case, a petition having been presented under the Life Assur-

ance Companies Acts, 1870-2, for payment out to the company of the statutory deposit of £20,000, and an order having been made to that effect, an objection was subsequently taken by the registrar that the petition did not contain a statement of rule 6 of the Board of Trade Rules, 1872, which provides for payment out of the deposit money so soon as it is proved to the satisfaction of the court that the life assurance fund amounts to £40,000. The ground of the objection appeared to be that the rule was alterable, and it was also stated that it was usual to set out the necessary rules in petitions for payment out of deposits under the Tramways Acts.

CHITTY, J., directed the petition to be amended by stating rule 6.—COUNSEL, *Whinney*. SOLICITORS, *Napoleon, Argles, & Co.*

Re YEOLAND CONSOLS (LIM.)—Stirling, J., 25th February.

COMPANY—WINDING UP—PETITION—AFFIDAVIT IN SUPPORT—TIME—SUNDAY NOT RECKONED—GENERAL ORDER, NOVEMBER, 1862, RR. 4, 74—R. S. C., 1883, LXIV., 2.

In this case a question arose whether Sundays were to be reckoned in the computation of the time limited by rule 4 of the General Order of November, 1862, for filing an affidavit in support of a petition for the winding up of a company by the court, or subject to the supervision of the court. In the present case resolutions had been passed for a voluntary winding up of the above company, and a petition was now presented asking that the liquidation might be continued under the supervision of the court. The petition was presented on the 15th of February, 1888, but the affidavit in support thereof, which by the orders under the Companies Act, 1862, must be filed within four days after the presentation of the petition, was not notified until the 20th. The 19th, however, was a Sunday, and the question was whether the affidavit had been filed in time. The order under the Companies Act, 1862, contains no provision that Sundays are not to be reckoned in the computation of time; but by ord. 64, r. 2, of the R. S. C., 1883, it is provided that, "where any limited time less than six days from or after any date or event is appointed or allowed for doing any act or taking any proceeding, Sunday, Christmas-day, and Good Friday shall not be reckoned in the computation of such limited time," and by rule 74 of the General Order of November, 1862, it is provided that the general practice of the court and the general orders of the court relative thereto "shall in cases not provided for by the Companies Act, 1862, or these rules, and so far as the same are applicable, and not inconsistent with the said Act, or these rules, apply to all proceedings for winding up a company." On behalf of the petitioner it was contended that the effect of this rule was to exclude Sundays from the computation of the four days limited for filing the affidavit.

STIRLING, J., after consulting the registrar, said that the rules seemed clear, and that he was informed that the practice in such cases was not to reckon Sunday. The order asked for was accordingly made.—COUNSEL, *Graham Hastings*, Q.C., and *Emden; Phipson Beale*, Q.C. SOLICITORS, *Slade & Munk*.

ROSS *v.* BUXTON—Stirling, J., 24th February.

EX PARTE INJUNCTION—MATERIAL FACT WITHHELD—INQUIRY AS TO DAMAGES.

Defendant agreed to let a house to the plaintiff from the 24th of June, 1887. The plaintiff alleged that the defendant was not in a position to let him into possession on that day. On the 22nd of July possession was formally offered to the plaintiff, who, however, did not go in. The defendant then put up the property for sale by auction, and plaintiff commenced an action against him to restrain him from selling or otherwise dealing with the property so as to defeat the rights of the plaintiff. On the 12th of January the plaintiff obtained an *ex parte* injunction, extending to the 19th of January or further order, restraining the defendant from dealing with the property; and the plaintiff gave the usual undertaking in damages. The court was not informed on that occasion that possession had been formally offered on the 22nd of July. The plaintiff having delayed serving notice of motion, the defendant, on the 7th of February, served notice of motion to discharge the *ex parte* order and to have an inquiry as to damages. The plaintiff's motion subsequently came on, and was dismissed, the defendant to have his costs in any event. The defendant afterwards brought on his motion. It was contended on his behalf that an important fact having been withheld from the court at the time the application for the *ex parte* injunction was obtained, the defendant was entitled to have the order of the 12th of January discharged, and also to have an inquiry as to damages.

STIRLING, J., granted the application.—COUNSEL, *Pearson*, Q.C., and *Beddall; Hastings*, Q.C., and *Eady*. SOLICITORS, *Clapham & Fitch; E. J. Ward*.

CASES AFFECTING SOLICITORS.

Re KEEPING & GLOAG (Solicitors)—Stirling, J., 23rd February.

REMUNERATION ORDER, R. 2, SCHED. I., PART I.—VENDOR AND PURCHASER—FAMILY ARRANGEMENT.

The late Mr. Goldthorpe, who carried on the business of a card-maker in Yorkshire, by his will devised and bequeathed his real and personal estate to trustees upon trust for sale and conversion. The will contained a power to the trustees to postpone such sale and conversion, and a direction that the real estate should not be sold during the lives of any of his sons until it had been offered to them at a valuation, and, if they or either of them should elect to take the said real estate, it was to be considered as part of their or his shares or share under the will, and brought into hotchpot accordingly. The testator left four daughters and two sons. The youngest son attained twenty-one in 1885. In September, 1885, an arrangement was made between the trustee and the sons, and approved by all the beneficiaries under the will; the arrangement was that the sons should take the real estate at a valuation as directed by the will, and should also take over, at a valuation, the business which had been carried on by the testator, and all the assets connected with such business and the liabilities thereof. The sons were also to mortgage the real estate to the trustees to secure the amount by which the valuation exceeded their shares in the testator's estate. The trustees, who resided at Selkirk, in Scotland, thereupon instructed Messrs. Lang & Studman, a Scotch firm of solicitors, to carry out the arrangement. Messrs. Lang & Studman sent the title deeds of the property and the minutes of the arrangement which had been entered into, together with a letter of instructions, to Messrs. Keeping & Gloag, who were their London agents. The letter was as follows:—"By separate parcel we send you the Sederunt Book and title deeds of the property belonging to this trust, that you may prepare, in English form, the proper deeds to complete the arrangement of the trust affairs on the basis of the last minute. According to our view of the matter, the following deeds will be necessary, but you will consider the point—viz., (1) Formal agreement by the beneficiaries approving of the conditions of the sale as stated in the minute; (2) conveyance by the trustees to the purchasers of the property and assets; (3) mortgage by the purchasers to the trustees covering as much as is possible without the necessity of bill of sale; (4) deed of assumption by the trustees of the truster's widow and two sons, and assignation of the bond; (5) deed of resignation by the present trustees. Is a discharge usual or necessary? If, without raising any legal question, the two latter deeds could be executed first, it might be an advantage, as the mortgage would have to be put into the names of the new trustees, but probably you have a mode of doing this without much expense. We thought to avoid the appearance of the purchasers being also sellers. The probate of the will will be seen in the Sederunt Book." Messrs. Keeping & Gloag then prepared an abstract of title, which they sent to counsel, with instructions to settle the necessary drafts. The drafts were accordingly prepared, and, after some negotiation, approved. When the matter was completed, Messrs. Keeping & Gloag sent in a bill of costs, in which they charged the scale fees for deducing title on behalf of the trustees, as vendors, and investigating title on behalf of the sons, as purchasers, under Schedule I., Part I., and also the scale charges in respect of mortgagors' and mortgagees' costs under the same schedule. Upon taxation the taxing master held that the matter was a family arrangement, and that the solicitors were only entitled to costs under Schedule II. The taxing master stated his reasons as follows:—"Being of opinion thall all the elements are wanting from this transaction to entitle the solicitors to scale fees under Schedule I. of the Solicitors' Remuneration Order, I have allowed them fees in detail pursuant to Schedule II. of that order." A summons was taked out by the solicitors to review the taxation.

STIRLING, J., said the facts of the case were of a novel character. The law, however, had been settled by the Court of Appeal in the case of *Re Lacey* (32 W. R. 233, 25 Ch. D. 301), and his lordship had merely to apply the rule thus laid down. *Re Lacey* decided that the scale fee was not payable unless substantially the whole of the business in respect of which the *ad valorem* remuneration was chargeable had been done by the solicitor. That decision had been followed by courts of first instance, and had been repeated by the Court of Appeal in the recent case of *Re Newbould* (32 SOLICITORS' JOURNAL, 92, 20 Q. B. D. 204). There the solicitor had brought himself under one heading and had sought also to bring himself under another. He had deduced a title to freehold and copyhold property and charged the scale fee for that, and had conducted a sale of the property, but had not conducted it in its entirety, for he employed an auctioneer and had not paid him out of his own pocket. It was held by the Court of Appeal that the solicitor was only entitled to be paid according to that part of the scale within which he could bring himself. In the present case it was said, as a matter of law, that, upon the instructions which the solicitors received, they were bound to investigate the title. *Wilson v. Tucker* (3 Stark. 154) was cited in support of that proposition; but, in his lordship's opinion, it did not support it, and he considered the proposition to be entirely novel. It was unquestionably the duty of the solicitors to read the deeds for the purpose of preparing the necessary documents, but that was quite a different thing from reading them for the purpose of investigating title. They had not received instructions to do the work for which the scale fee might be charged, and consequently they were not entitled to charge it. His lordship further came to the conclusion, upon the facts of the case, that, although an abstract of title had been prepared and had been laid before counsel, that that was only for the purpose of enabling him to prepare the necessary deeds, and that there had never, in fact, been such an investigation of title as would entitle the solicitors to charge the scale fees for deducing and investigating title. And his lordship concluded as follows:—"I do not see that I ought to come to any other conclusion than that, having regard to the whole circumstances attending this case; the formation of the arrangement which led to the conveyance being prepared; to the written instructions given by Messrs. Lang & Studman to Messrs. Keeping & Gloag, the London solicitors, and to the way in which they dealt with it, that they were never really meant to do all the duties which, in accordance with the decision of the Court of Appeal, they ought to perform in order to entitle them to the scale fee. I think that the taxing master came to a right conclusion, and that, consequently, the summons ought to be dismissed."—COUNSEL, *Graham Hastings*, Q.C., and *Lambert; W. Pearson*, Q.C., and *Ashton Cross*. SOLICITORS, *Keeping & Gloag; Speechly, Mumford, & Co.*

BANKRUPTCY CASES.

Ex parte BURKE—C. A. No. 1, 24th February.

BANKRUPTCY APPEAL—DEPOSIT—POWER OF COURT TO DISPENSE WITH DEPOSIT—SPECIAL CASE—BANKRUPTCY RULES, 1886, R. 131.

This was an application by a bankrupt for leave to appeal from a judgment of A. L. Smith, J., without making the ordinary deposit of £20. Rule 131 of the Bankruptcy Rules, 1886, provides that the Court of Appeal may, in any special case, dispense with the deposit. The bankrupt, when being examined before the registrar, was asked certain questions which, on the advice of his counsel, he declined to answer, on the ground that they might criminate him. The matter was referred by the registrar to the judge, who ordered the bankrupt to answer the questions, but expressed a strong opinion that it was a proper case for an appeal. The bankrupt swore that he had no means of paying the deposit, and no friends who would advance it for him.

THE COURT (FRY and LOPES, L.JJ.) granted the application. FRY, L.J., said that he would not lay down any rule as to what amounted to a "special case," but he thought the circumstances of the present case justified the court in allowing the appeal to be entered without insisting upon the deposit. The bankrupt was liable to be committed if he did not answer the questions, and it was also alleged that his answers would criminate him. The liberty of the subject was therefore involved. The bankrupt had sworn that neither he nor his friends could raise the amount of the deposit, and the judge had expressed a strong opinion that it was a proper case for an appeal. LOPES, L.J., concurred, but said that the case must not be treated as a precedent. Every case must depend on its particular circumstances. The opinion of the learned judge weighed strongly with him.—COUNSEL, *Lionel Hart; Abrahams.* SOLICITORS, *Hart & Winch; Bartram.*

LAW SOCIETIES.

LAW ASSOCIATION.

At a meeting of the directors, held at the hall of the Incorporated Law Society on Thursday, the 1st inst.—the following being present—namely, Mr. Sidney Smith, chairman, Messrs. Burt, Finch, Hine-Haycock, Sawtell, Spencer Whitehead, and Arthur Carpenter, secretary—a grant of £20 was made to the widow of a member, and the ordinary general business was transacted.

SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The thirteenth annual general meeting of the society was held on the 23rd ult. Mr. C. M. Wilson in the chair.

The notice convening the meeting, and the report, as printed, having been taken as read, it was resolved:—

1. That the report presented by the committee be received, confirmed, and adopted.

2. That the accounts of Mr. Broomhead (the treasurer) for the past year be approved and passed, and that the thanks of the society be given to him for his services.

3. That the cordial thanks of the society be given to Mr. C. M. Wilson (the president) for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

4. That the cordial thanks of the society be given to Mr. Herbert Bramley for the able manner in which he has discharged the office of honorary secretary from the commencement of the society.

5. That Mr. Dossey Wightman be elected the president; Mr. Barnard Platts Broomhead be elected the vice-president; Mr. Broomhead be re-elected the treasurer; and Mr. Bramley be re-elected the secretary of the society.

6. That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the commitee for the ensuing year—viz., Messrs. S. O. Addy, R. Benson, A. J. Binney, Walter Brown, A. W. Cowdell (Chesterfield), G. Denton, W. B. Esam, H. G. T. Fernell, J. W. Pye-Smith, G. J. Simpson, Wm. Smith, C. E. Vickers, B. Wake, C. M. Wilson, G. B. Willis (Rotherham).

7. That Messrs. T. W. Hall and J. B. Wheat, M.A., be appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to them for their kindness in auditing the accounts for the last year.

8. That the thanks of the society be given to C. B. S. Wortley, Esq., M.P., for his attention to the matters laid before him by the committee, and for prints of the public Bills brought into the House of Commons during the last session, which he has forwarded to the committee.

In accordance with the resolution of the Committee, a special prize, value £10 10s., was awarded to Mr. William Irons, who passed in the First Division for Honours in the April (1887) Examination, but who was over twenty-six years of age when he passed his examination, and not, therefore, eligible to receive the ordinary prize, which was awarded in equal parts to Messrs. John Bromhead Matthews and George Fredk. Padley, who each passed in the Second Division for Honours, in the November (1887) Examination.

The Chairman presented the prizes to Messrs. Irons and Padley, Mr. Matthews not being present.

Messrs. Irons and Padley suitably responded.

It was further resolved that the thanks of the meeting be given to the chairman for presiding.

The following are extracts from the report of the committee of this society:—

Members.—The number of members is now 136.

Land Transfer Bill.—Although the Bill to simplify titles and facilitate transfer of land in England, introduced by the Lord Chancellor, did not come before the House of Commons, though passing through the Lords' House, it is understood it will, immediately on the opening of the session of 1888, be again brought before the notice of Parliament in the same shape as it took last year. Rules were to be made to carry out the Act by the Lord Chancellor. Your Committee think other persons should be asked to assist in framing the rules. The question of costs under the Act should receive great consideration; and if the Bill becomes an Act nothing should be done until the rules and orders be well known. In fact they should be considered with the Act. Your Society petitioned against the compulsory clauses of the Bill, believing that if its provisions were good, solicitors and clients would soon adopt them as they have done with regard to the Conveyancing Acts, whilst, if proved to be costly and difficult to deal with, compulsion would be no benefit and would be resented.

Auctioneers' Remuneration.—The tendency of the decisions of the courts upon the Act and Order having been throughout to cut down the remuneration of solicitors in such a way as to make it very difficult to obtain the scale charge for conducting auctions, and even to place in jeopardy the solicitor's right to any remuneration for work done by him in preparing for and attending the auction, the Incorporated Law Society of the United Kingdom, in February last, appointed a special committee to consider and report to the Council whether or not it is expedient to assimilate the practice in England generally to that which prevails in the North of England with respect to the employment and payment of auctioneers. That committee issued a series of questions to the Provincial Law Societies as to the practice prevailing in their respective districts. A copy of the questions received by this Society, and of the answers sent by your Committee are here given.

QUESTIONS.	REPLIES.
What is the practice which prevails in your district with respect to the employment and remuneration of Auctioneers on Sale of Property?	
1st. As to the Valuation of Property?	1st. In practice the Solicitor conducting the sale fixes the reserve, usually obtaining, in any important case, the opinion of a Surveyor. Sometimes, no doubt, the Auctioneer is asked to give a valuation, in which case he is paid for it, in addition to his charges for selling.
2nd. As to the Lotting of Property?	2nd. This is more generally done by Surveyors than by Auctioneers, but is subject to the control of the Solicitor, as questions of title almost always arise.
3rd. As to preparation of Particulars? 4th. Advertising and Payment of Printers, &c.	3rd & 4th. The Vendor's Solicitor invariably prepares the Particulars and Advertisements, and pays the Printers.
5th. Is a Surveyor generally employed in preparing for Actions?	5th. When a Plan is required and the property is to be cut up into lots, the Vendor's Solicitor always employs a Surveyor, not an Auctioneer. Auctioneers in Sheffield and the neighbourhood do not, and probably could not, practice as Surveyors.
6th. How far the Auctioneer is required to advise as to the details of selling?	6th. The Auctioneer is not required to advise at all.
7th. In what way are the Auctioneers paid, whether by fixed fee or by commission, or by fee varying with the amount of the purchase-money?	7th. Generally according to the scale for Auctioneers prepared and sanctioned by the Sheffield District Incorporated Law Society, but occasionally a special bargain is made with the Auctioneer as to his fee.
8th. Is the Auctioneer's fee paid by the Solicitor, or by the Client, or by the Purchaser?	8th & 9th. Never by the Purchaser. Up to quite recently the Solicitor was in the habit of charging the conducting fee under the Remuneration Order, and paying the Auctioneer's charge out of his own pocket, whether a commission or otherwise, and this was found a very convenient and satisfactory arrangement for the Client, as he knew exactly what he ought to pay, and it saved all discussion on the question of costs; but since the case of *Re* Wilson, 58 Law Times Reports 406, also 29 Chan. Div. 790, and Wood v. Calvert, 55 Law Times Reports 58, and 34 Weekly Reporter 732, the Solicitor has sometimes paid the Auctioneer's fee, or he has charged the same to his Client, and has made out his own bill for services up to the Auction, according to Schedule II. The practice, therefore, is by no means settled. It ought to be settled by some binding authority.
9th. In your district does the Vendor's Solicitor, as a rule, charge the conducting fee in Auctions?	

A copy of these questions and answers was forwarded to each member of our Society in April last.

The Committee have had under consideration the recent case of *In re Newbould* (36 W. R. 161), in which the Court of Appeal decided that where on an auction sale the client employs and pays the auctioneer a commission, the solicitor conducting the sale is precluded by rule 11 from charging the

scale fee, and is not entitled to any charges whatever in respect of such sale, either by way of commission or otherwise, having to be content with the scale charge for deducing the title. The attention of the Incorporated Law Society of the United Kingdom and of the Liverpool Law Society, who were chiefly instrumental in getting the Remuneration Order passed in its present state, has been called to the decision. The Incorporated Law Society of the United Kingdom have determined to appeal to the House of Lords on this point.

Duties of Arbitrators as to Unstamped Instruments Given in Evidence.—The Inland Revenue authorities at Somerset House recently sent a circular to the secretary, calling attention to the practice of arbitrators permitting unstamped and insufficiently stamped instruments to be produced in evidence before them, and requesting that he would bring under the notice of the members the provisions of sub-section (*a*) of section 44 of 44 Vict. c. 12, which extend the provisions of section 16 of the Stamp Act, 1870, to proceedings before arbitrators and referees. The circular says:—"It is hereby made the duty of the arbitrator, before receiving in evidence any instrument liable to Stamp Duty, to see that it is properly stamped, or if it be not properly stamped, to require payment of the unpaid duty, and of the penalty payable by law for stamping the same, for which he must account in the manner prescribed by section 16 (2) of the Stamp Act, 1870."

Building Leases—Lessor's Scale Charge.—The question whether the lessor's scale charge for a building lease included (1) stamping, (2) registration, having been brought before the committee, the secretary was directed to lay the matter before the Council of the Incorporated Law Society, and if the council were of opinion that the cost falls upon the lessee's solicitor, to ask whether that cost was covered by his scale charge without further cost to the lessee.

The secretary wrote as requested, and the answer received was that the council considered that the lessor's solicitor's scale charge included stamping by him, and the lessee's scale, the cost of registration which had to be attended to by him.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 8th and 9th of February, 1888:—

Adams, Thomas
Allcock, Frederick
Allen, Maurice
Allistone, Alfred
Almond, George Horatio
Almond, Herbert Edwin
Anderson, Arthur John
Barker, Henry Shelley
Bowker, Alfred
Braddon, John Vaudrey
Braund, Francis Harold
Bryant, John
Bullivant, Thomas
Bullock, William
Burt, William Eaton
Byrne, Rupert Henry
Carter, Alfred Walter
Chattock, Hugh Percival
Cornes, Ernest Joseph Lacey
De Heere, John
Dixon, Burleigh Harry John
Dodd, Charles Henry
Draper, Ernest George
Dumont Victor
Dunlop, Robert William Layard
Eldridge, Ernest Herbert
Evans, Walter Ralph
Findlay, John Fotheringham
Fowler, Edward George Bennett
Fox, Herbert Hamilton
Gale, John Edward
Gilbertson, Arthur John
Godden, Harry Luttrell
Gore, Arthur Holmes
Green, George Ernest
Griffiths, Fred James
Grotrian, Herbert Brent
Grove, Ernest Harry
Hancock, Robert John
Hartley, James
Hawkes, Francis Samuel
Hayllar, Frank Hayllar
Hemingway, Alan Scott
Hillman, Hubert James
Hiron, Charles Gerald Eden
Holmes, Alfred
Hopper, Alfred Ernest
Hopwood, John Rowland
Hunt, Francis John
Ibberson, William
Jevons, Harold
Jones, Douglas Thomas Maybery
Kelly, Frederick Herbert
Knight, Duncan
Lea, George Henry Clark
Le Maistre, Villeneufve Robert
Littlewood, Arthur Birkin
Lloyd, Robert Evan
Manning, Maurice Wise
Milward, Etienne Harding
Moresby, Charles
Morgan, Matthew Rees
Morley, Ernest Augustine
Moseley, Richard Evan
Mudd, Frederick
Mutter, George Herbert
Nellist, William
Nelson, John
Nicholson, Henry Walter
North, William
Northway, Roland Thomas Southmead
Payne, Richard
Pennycuick, Elliot
Perry, Arthur William
Pigott, William
Pryse, John Humphreys
Ramsden, Frederic Herbert
Richards, William
Ricketts, Wellesley
Roberts, Hugh Douglas
Robertson, William James
Robson, George Frederick
Romer, Ralph Cudworth
Schmettau, Carl Adolf
Schofield, Thomas Broadbent
Sedgwick, Ernest Howard
Simpson, Harry Derwent
Stratton, Henry Duncan
Sturges, Gerald Betterton
Temple, William
Thesiger, The Hon. Percy Mansfield
Thomas, William Henry
Todhunter, William John
Vincent, Harry Theodore
Walker, Henry Mansfield
Whiston, William Reginald Harvey
Williams, John
Williams, Lionel Leigh
Wing, Arthur Percy
Woods, Harris Dunmore Lang
Wright, Charles William
Young, Edward Little
Young, Lionel George

LAW STUDENTS' DEBATING SOCIETY.—28th February.—Mr. W. Van Sommer in the chair.—Mr. Plaskitt opened the question appointed for debate—"That the case of *Rowe* v. *The London School Board* (36 Ch. D. 619) was wrongly decided." Mr. P. Tahourdin opposed, and Messrs. Douglas, Cuthbert, Curtis, and Mackintosh continued the debate in the affirmative, and Francis, Colyer, and Ogle in the negative. Mr. Plaskitt having replied, the chairman, after summing up, put the motion, which was carried by a majority of six votes.

UNITED LAW SOCIETY.—27th February.—Mr. McMillan moved: "That a legal power of restraining the issue or renewal of licences for the sale of intoxicating liquor should be placed in the hands of the inhabitants themselves." Mr. Yates opposed. The following gentlemen spoke for the motion, Mr. Pratt, Mr. Voules, and Mr. Common; against the motion, Mr. A. H. Wood, Mr. Gates, Mr. Le Maistre, Mr. Lee Nash, Mr. Lazarus, and Mr. Chapple.

MR. JUSTICE GRANTHAM ON WHIPPING AS A PENALTY.

THE following is the full text of a letter written by Mr. Justice Grantham to the Attorney-General with regard to his recent sentence, afterwards withdrawn (*ante*, p. 267):—

Judge's Lodgings, Liverpool, Feb. 23, 1888.

My dear Attorney-General,—I am very glad that the question you sent me has been put, as it will bring before the Legislature the present unsatisfactory nature of our criminal discipline and system of punishment. The question is not quite correct as to my saying the statute had been overlooked, but in effect it is true. The facts are these:—

On recently inquiring of the prison authorities as to the effect of various punishments, I found that the recent frequent application of the "cat" and short sentences on this circuit had had the most marvellous effect in clearing the streets, and consequently the gaols, of the men who committed robberies with violence, and I was informed by those most competent to form an opinion that it had done more to prevent men of that class from becoming habitual criminals than any punishment ever before inflicted—a man scarcely ever being found in prison a second time—and certainly not for the same offence. At the same time I was informed that there was another class of hardened criminals for whom it was very desirable to adopt a different kind of punishment than that usually inflicted—viz., the habitual criminal who either liked gaol because it brought easier work, and was more comfortable than work and the workhouse, and so went on committing crimes, or continually committed them because, being perhaps well educated, but an incorrigible rogue, he cared nothing for imprisonment so long as he could live a life of luxury and ease in the intervals of his punishment. I say nothing here of the many men who are undergoing long terms of imprisonment for brutal assaults on their wives (only not having murdered them by accident), or who have committed offences against young children, and whom I believe most people think would be more effectually punished by receiving short sentences and a whipping than long sentences as now. When, therefore, I saw two men of incorrigible characters as thieves and forgers brought before me, I thought it desirable to draw attention to the disused statute of 7th George IV. by giving them short sentences, accompanied by a whipping, instead of a long sentence of penal servitude, which otherwise I must have given from the number of their previous convictions. Hence the sentences referred to. After I had tried and sentenced them, however, I had during the day three more habitual criminals to try, and one more the next morning, charged with various offences, possibly of worse characters (one of whom had had four separate terms of seven years' penal servitude, making twenty-eight years, besides numerous light and lighter sentences), but whom, from their age or other causes, I could not punish in the same way; and as it seemed scarcely right to inflict a different class of punishment on the first two than on the following three, I had all five up together, and, stating why I altered the sentences on the first two, gave them all the same sentences, thinking, as I had drawn attention to the statute, and had let the criminal class know of the power of the judges to inflict whipping, that it would be more just to inflict the same class of punishment on all the offenders, and therefore altered the sentences on the first two to five years' penal servitude, but by so doing putting the country to ten times the expense, and doing no practical good to the prisoners.

Excuse haste, as I have had only a short time to write this before going into court, and to send it off by an early train.

Yours faithfully,

WM. GRANTHAM.

Tenders for £800,000 Nottingham Corporation £3 per Cent. Stock were opened on Tuesday at the Bank of England. The applications amounted to £1,452,800, at prices varying from £96 7s. 6d. to £94 (the minimum). Tenders at £94 1s. 6d. will receive about twelve per cent. of the amount applied for; those above that price being allotted in full. The average price obtained for the stock is £94 12s. 10d.

LEGAL NEWS.

APPOINTMENTS.

Mr. EDWARD NEGUS WOOD, solicitor, of 66, Gresham-street and Greenwich, has been appointed Deputy-Coroner for the Greenwich Division of the County of Kent. Mr. Wood was admitted a solicitor in 1857.

Mr. FRANCIS HARTLEY, solicitor (of the firm of Pierce & Hartley), of Liverpool, has been appointed Clerk to the Toxteth Park School Board. Mr. Hartley was admitted a solicitor in 1872.

Mr. JOSEPH BARRETT, solicitor, of 7, Leadenhall-street and of Forest-gate, has been elected a Common Councilman for the Ward of Lime-street. Mr. Barrett was admitted a solicitor in 1873.

Mr. CHARLES SPENCER HOULDER, solicitor, of 6, Barbican and of Southall, has been elected a Common Councilman for the Ward of Aldersgate. Mr. Houlder was admitted a solicitor in 1871. He is vestry clerk of Norwood parish.

Mr. JOHN WILLIAM TURNBULL, barrister, has been appointed a Puisne Judge of the Supreme Court of the Colony of Natal, on the resignation of Mr. Justice Cadiz. Mr. Justice Turnbull is the eldest son of Mr. Andrew Turnbull, of Edinburgh, and was born in 1830. He was educated at Caius College, Cambridge, and he was called to the bar at Lincoln's-inn in Hilary Term, 1855. He is registrar of the diocese of Maritzburg.

Mr. CHARLES JOHN DARLING, Q.C., who has been elected M.P. for the Borough of Deptford in the Conservative interest, is the eldest son of Mr. Charles Darling, of Dedham, Essex, and was born in 1849. He was called to the bar at the Inner Temple in Hilary Term, 1874, and he is a member of the Oxford Circuit. He became a Queen's Counsel in 1885.

Mr. HAROLD CRICK, solicitor (of the firm of Rose-Innes, Son, & Crick), of Billiter-square-buildings and of Grays Thurrock, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HENRY BROWN WHITE, solicitor (of the firm of H. B. White & Son), of Warrington, who was admitted in Hilary Term, 1856, has been appointed a Notary Public.

Mr. JOHN URQUHART, solicitor, of 124, Chancery-lane, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

EDWARD HENSLOWE BEDFORD and REGINALD HENRY BATE (Bedford & Bate), solicitors, 9, King's Bench-walk, Temple, London. Feb. 24.
[*London Gazette*, Feb. 28.]

GENERAL.

At the Leeds Assizes on Monday Mr. Justice Charles said it was obvious that the whole of the non-jury cases could not be disposed of before the opening of the York Assizes on Wednesday. They, therefore, intended to return to Leeds at the conclusion of the Newcastle Assizes. Due notice would be given of the day on which the Leeds Assizes would be resumed. He and Mr. Justice Day did not see much prospect of the cases being dealt with, even if they were transferred to York. Mr. Waddy remarked that, though he had been on circuit a great many years, this was the first time that the extraordinary course had been taken of holding the assizes at Leeds first. In view of the unfortunate results, he trusted that his lordship would make such a representation in the proper quarter as would cause the difficulty to be avoided in future. His lordship said he would take care that this course was adopted.

In moving the second reading of the County Courts Consolidation Bill on Tuesday, the Lord Chancellor said:—"The Bill is one of those recommended by the Statute Law Revision Committee. Its preparation has been under my own cognizance as affecting one of the departments over which the Lord Chancellor presides. The consolidation into one Act of the very large number of existing Acts is in itself so desirable an object, both generally, and in particular with reference to the work of statute law revision, that I hope this Bill will be proceeded with and passed without raising questions as to amendment of the County Courts Acts. For instance, the subject of increasing the jurisdiction is a large one, about which there is a great deal to be said, and as to which there is so much divergence of opinion that, if I were to postpone the consolidation until that subject was discussed, there would certainly not be time for such legislation this year, and the desirable measure which I am now recommending would be indefinitely postponed."

The Chief Secretary for Ireland has introduced a Bill for reducing the number of the Irish judges. On the next vacancy in the office of judge of the Courts of Probate and for Matrimonial Causes, it is not (according to the Bill) to be filled up, but the rank and title are to be abolished, and the Probate and Matrimonial Division is to be united to the Queen's Bench Division. No successor is to be appointed to either of the existing judges of the Court of Bankruptcy. On the next vacancy the remaining judge will, either alone, or with the assistance of a judge of the High Court, do anything which might previously have been done by both the bankruptcy judges; and when he also vacates his office, the Bankruptcy Court will be united with the Supreme Court of Judicature, and the division of the High Court to which bankruptcy matters will be assigned will be selected by the Lord Lieutenant, one of the judges being appointed to deal with them. Another portion of the scheme is that the salary of the Lord Chancellor of Ireland is on the next vacancy to be reduced to £6,000.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Mon., Mar 5	Mr. Lavie	Mr. Clowes	Mr. Pugh	Mr. Jackson
Tuesday ... 6	Pugh	Koe	Lavie	Carrington
Wednesday 7	Leach	Clowes	Pugh	Jackson
Thursday.. 8	Beal	Koe	Lavie	Carrington
Friday 9	Godfrey	Clowes	Pugh	Jackson
Saturday... 10	Rolt	Koe	Lavie	Carrington

Date.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, March 5	Mr. Rolt	Mr. Pemberton	Mr. Beal
Tuesday 6	Godfrey	Ward	Leach
Wednesday..... 7	Rolt	Pemberton	Beal
Thursday..... 8	Godfrey	Ward	Leach
Friday 9	Rolt	Pemberton	Beal
Saturday 10	Godfrey	Ward	Leach

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARMY AND NAVY DEPOSITORY, LIMITED.—Petn for winding up, presented Feb 23, directed to be heard before Kay, J., on March 3. Musgrave, Gresham st, solor for petners

CENTRAL TRANSVAAL GOLD MINING CO, LIMITED.—By an order made by Stirling, J., dated Feb 4, it was ordered that the company be wound up. Whitfield, Finsbury pavement, solor, petner in person

HINDLE & MORRISH, LIMITED.—Petn for winding up, presented Feb 21, directed to be heard before North, J., on Saturday, March 3. Linklater & Co, Bond ct, Walbrook, solors for petner

SOUTH LONDON STEAM LAUNDRIES, LIMITED.—Kay, J., has fixed March 5 at 12, at his chambers, for the appointment of an official liquidator

UNLIMITED IN CHANCERY.

CARDIFF SAVINGS BANK.—Stirling, J., has fixed Thursday, March 8 at 12, at his chambers, for the appointment of an official liquidator

FRIENDLY SOCIETIES DISSOLVED.

BATTERSEA JUVENILE FORESTERS' SOCIETY, Goat Coffee Tavern, York rd, Battersea. Feb 20

YSTRAD BENEFIT SOCIETY, Lloyd Jack Arms Inn, Llanfihangel, Ystrad, Talsarn Cardigan. Feb 21

London Gazette.—TUESDAY, Feb. 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EQUESTRIAN AND PUBLIC BUILDINGS CO, LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to George Sneath, 44, Gresham st. Thursday, April 12 at 12, is appointed for hearing and adjudicating upon the debts and claims

GENERAL AUCTION, ESTATE, AND MONETARY CO, LIMITED.—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to John Young, 41, Coleman st. Tuesday, April 10 at 12, is appointed for hearing and adjudicating upon the debts and claims

ROYAL HOTEL, VENTNOR, LIMITED.—Chitty, J., has fixed March 6 at 12.30, at his chambers, for the appointment of an official liquidator

UNLIMITED IN CHANCERY.

CARDIFF SAVINGS BANK.—Stirling, J., has fixed Thursday, March 8 at 12, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

WEST PANT-Y-GO SILVER LEAD MINING CO, LIMITED.—The Vice-Chancellor has, by an order dated Feb 21, appointed Benjamin Howorth, 26, North John st, Liverpool, to be official liquidator

FRIENDLY SOCIETIES.

SUSPENDED FOR THREE MONTHS.

ALBION'S HOPE FRIENDLY SOCIETY, Gate Inn, Donington, Ashby de la Zouch, Leicester. Feb 24

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 17.

MERRETT, JOHN JAMES, Curtain rd, Shoreditch, Funeral Carriage Proprietor. March 1. King v Merrett, Chitty, J. Snow, 22, College hill

OWNSWORTH, JAMES, Barnsley, Yorks, Solicitor. March 12. Ownsworth v Ownsworth, Stirling, J. Bury, Barnsley

TURNER, JOSEPH, Aston, nr Birmingham, Bedstead Manufacturer. March 20. Moore v Turner, Chitty, J. Jobson, Dudley

London Gazette.—TUESDAY, Feb. 21.

MARTIN, SAMUEL, Cheltenham, Builder. April 11. Gardner v Martin, District Registrar. Drew, Promenade pl, Cheltenham

London Gazette.—FRIDAY, Feb. 24.

LUCK, MICHAEL GEORGE, Fairfax rd, Hampstead, Gent. March 15. Luck v Luck, Stirling, J. Marshall, Theobald's rd, Gray's inn

MORRIS, PRYCE, Birkenhead, Paint Manufacturer. March 26. Bevan v Morris, Kekewich, J. Kirk, 15, Lord st, Liverpool

London Gazette.—TUESDAY, Feb. 28.

TUCKER, EDWIN BAKER, Stone Allerton, Somerset, Farmer. March 20. Hatch v Tucker, Kay, J. Wade, Axbridge, nr Weston super Mare

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 17.

ALLEN, GEORGE ISMAY, Alexandra pk, Moss Side, nr Manchester, Merchant March 25. Hinde & Co, Manchester

ANSELL, CHARLES, Victoria rd, Aston, Warwick, Gent. March 31. Cottrell & Son, Birmingham

BAKER, ROBERT, Summett, Calderbrook, Lancaster, Drysalter. March 20. M Uttley & H Whitworth, Rochdale

BIGWOOD, JAMES, Bristol, Wholesale Fish Merchant. March 12. Osborne & Co, Bristol

BROWN, JOHN, Marazion, Cornwall, Esq. March 31. Bircham & Co, Old Broad st

BULL, JOHN, Queen's rd, Peckham, Pensioner in Royal Navy. April 12. Read, Melbourne gr, East Dulwich

CUVILLIER, CORNELIA, Patshull rd, Kentish Town. April 11. C. T. Whitmore, Lawford rd, Kentish Town

DAVID, CHARLES WILLIAMS, Ely rise, nr Cardiff. March 25. Grover & Grover, Cardiff

DAVIS, THOMAS WILLIAM, Catford, Kent. March 31. Dennis, Catford hill

FAWCETT, JOHN, Bradford, Boot and Boot Maker. May 1. Hutchinson & Son, Bradford

FULLER, GEORGE, Walthamstow, Essex, Yeoman. March 15. Ginn & Matthew, Cambridge

GREGORY, EDWARD, Holbeach, Lincs. April 6. Sturton, Holbeach

GREGORY, WILLIAM, Blackburn rd, Accrington, Innkeeper. March 10. Hall & Co, Accrington

HADDWICK, SARAH ELIZABETH, King's Cross rd. March 27. Vandercom & Co, Bush lane

HARRIS, WILLIAM EDWARD BALL, Battersea pk rd, Baker. March 31. Woodroffe, Gt Dover st

HARTLEY, JOHN, Lakeside, Lancaster, Hotel Keeper, March 1. Gatey, Windermere

HILL, RICHARD, Newholm cum Dunsley, Whitby, Gent. March 9. Thornton & Simpson, Whitby

HOSE, CAROLINE, Laura pl, Bath. March 23. Pearce, Bath

JACKSON, PETER WARBURTON, Queen's Hotel, Cheltenham, Esq. March 24 Smith & Sons, Weston super Mare

JONES, Rev DUNCAN LLEWELLIN DAVIES, Bruton, Bath, Somerset, Clerk in Holy Orders. March 25. Lascelles, Narberth

KEY, WILLIAM, Windley, Derby, Gardener. March 25. Walker, Belper

KIALLMARK, GEORGE, Pembridge gdns, Bayswater, Gent. April 14. Simpson & Cullingford, Gracechurch st

LAXTON, HENRY, Apsley rd, Clifton, Bristol, Gent. March 24. Laxton, Bristol

LEE, HANNAH, James st, Wolstanton, Stafford. Feb 23. Hollinshead & Moody, Tunstall

LYLES, ABIGAIL, Little Abington, Cambridge. March 31. Eaden & Knowles, Cambridge

MARTIN, EDWARD, Nansladron, St Ewe, Cornwall, Gent. March 22. Coode & Co, St Austell

MATTHEW, MORDAUNT, Wells st, Oxford st, Gent. March 15. Furber, Gray's inn sq

MILLAR, JOHN, Bethnal green, Physician. April 16. Guthrie, Chancery lane

MOORE, JOHN, Ackworth, York, Gent. March 20. Dixons & Horne, Wakefield

MORGAN, ANNE, Chevenhall, Ross, Hereford. April 4. Humfrys, Hereford

MORGAN, DAVID, Bryngwyn, Llanfair p G, Anglesey, Gent. March 31. Avison & Co, Liverpool

MOULTON, DANIEL, Hagley rd, Edgbaston, Birmingham, Glass Merchant. March 25. Cottrell & Sons, Birmingham

NARES, HENRY INNES, Tynemouth, Northumberland, Major. April 3. Nelsh & Howell, Watling st

NORTH, ALFRED, Beaufoy rd, Clapham, Retired Clothier. March 13. Davis, New inn

OVERMAN, ANNA, Hindringham, Norfolk. Feb 28. Plunkett & Leader, St Paul's churchyard

PARRY, ELIZABETH, Leckhampton, Gloucester. March 1. Brydges & Mellersh, Cheltenham

REDFERN, JOHN, Oldham, Solicitor. April 22. Redfern & Co, Oldham

RIDEAL, WILLIAM, Union st, Southwark, Wine Merchant. March 17. Webb & Lloyd, Montague close, Southwark

SANDERS, ELIZABETH, Villa rd, Handsworth, Stafford. May 15. Cottrell, Birmingham

SANDERS, SAMUEL, Handsworth, Stafford, Gent. March 31. Cottrell & Son, Birmingham

SKYNNER, WILLIAM HENRY, Cavendish pl, St Marylebone, Gent. March 3. Frank Richardson & Sadler, Golden sq

SMITH, ELIZABETH, otherwise SCULLY, Lion Lodge, Bidder st, Canning Town. March 24. E. W. & R. Olliver, Corbet court

SPENCER, JOHN HARRISON, Burley rd, Leeds, Butcher. April 7. Hemingway, Leeds

SPERRIN, SELINA, Olveston, Gloucester. March 24. Crossmann & Lloyd, Thornbury

SQUIBB, MARGARET, Falcon Court, Southwark. April 30. Woodcock, New inn

SUTHERLAND, ROBERT, who died at Mellicents, Egham. April 11. Roy & Cartwright, Lothbury

TORRINGTON, CHARLES, Clearmount, Weymouth, Clerk in Holy Orders. April 2. Byrne & Lucas, Surrey st

WILLIAMS, AMELIA, Borough rd, Birkenhead. March 15. Thompson & Hughes, Birkenhead

WINTLE, GEORGE, Elberton, Gloucester, Brick and Tile Manufacturer. March 18. Scarlett & Co, Thornbury, R. S. O. Gloucester

WOOD, FLORENCE, Cheltenham parade, Harrogate. March 31. Groves, Middleham

WOOLLARD, GEORGE, Queen st, Edgware rd, Butcher. March 16. Chappell Edgware rd

London Gazette.—TUESDAY, Feb. 21.

ATKINSON, JOHN, Everton Cemetery, Fazakerley, Lancaster, Superintendent. March 31. Whitley & Co, Liverpool

BAILEY, ROBERT, New Sleaford, Lincoln, Fish and Game Dealer. March 15. Rogers & Jessop, Sleaford

BERRY, JEFFERY, Blagden, Paignton, Devon, Gent. March 31. Presswell & Son, Totnes

BRADBURN, PETER, Bradford bldngs, Bolton, Surveyor and Architect. March 10. Richardson, Bolton

BREEDEN, WILLIAM, Brighton rd, Rhyl, Gent. March 12. Foster, Birmingham

BROWNE, WILLIAM SLEMAN, Cornhill, Underwriter. March 28. Walker, Coleman st

COLLINSON, JOHN ROBERT, Wright st, Kingston upon Hull, Shipbuilder. April 2. Jackson & Sons, Parliament st, Hull

CARTER, GEORGE WILLIAM LEE PLUMPTRE, Ashford, Kent, Esq. April 9. Fairfoot & Co, Clement's inn

ELSON, ROBERT, Church rd, Saltley, nr Birmingham, Brick Manufacturer. April 12. Canning & Canning, Birmingham

FAIRHURST, JOHN ANTHONY, Ranelagh st, Liverpool, Licensed Victualler. May 1. Harrison, Liverpool

FRYER, GEORGE, Richmond ter, Bournemouth, Gent. March 24. Moore & Rawlins, Lymington

GOODENOUGH, LOUISA, Horbury, York. March 1. Williams, Wakefield

GOODGER, HENRY, Conduit st, Leicester, Builder. Mar 31. Freer & Co, Leicester

GRETTON, WILLIAM HENRY, The Coney Gree, Uphatherley, Glos, Clerk in Holy Orders. Mar 15. Ticehurst & Sons, Cheltenham

HARPER, WILLIAM, Park-lane, Wakefield, Farmer. Mar 1. Williams, Wakefield

HEATH, JAMES, Leopold st, Birmingham, Licensed Victualler. April 16. Canning & Canning, Birmingham

HUGHES, HERBERT ALFRED, Dhulia, Khandish, Bombay, Clerk in the Indian Civil Service. Mar 31. Cure & Ball, Whittington avenue, E.C.

HUTCHINSON, JOHN, Savile park, Halifax, Gent. Mar 23. Craven & Sunderland, Huddersfield

KILLICK, SOLOMON, Barnes Green, Itchingfield, Sussex, Blacksmith. Mar 16. Coole, Horsham

LOWE, JOHN, Victoria st, Northampton, Shoe Manufacturer. May 1. Dennis & Faulkner, Northampton

MITCHELL, JAMES, Storth Farm, Birkby, Huddersfield, Farmer. April 1. Longbottom & Sons, Halifax

NICHOLLS, JOHN GIDDINGS, Rock Ferry, Chester, Glass Merchant. April 7. Johnson, Liverpool

NOACK, ALBERT EDMUND, Bark pl, Bayswater, Builder. Mar 31. Robins & Co, Gresham House, Old Broad st

NORMAN, JOHN MANSHIP, Dencombe, Slaugham, Sussex, Esq. May 1. Rogers & Co, Westminster chbrs

NUTT, SAMUEL, Upper High st, Taunton. Feb 29. Cooksley, Taunton

PARKINSON, GRACE, Mill Fold, Cadley, nr Preston. Mar 30. Preston, Manchester

PATTESON, ANNE, Church st, Warwick. Mar 24. Morrell & Son, Oxford

PORTER, GEORGE WILLIAM, Woodside Lodge, New Southgate, Gent. Mar 16. Blackmore & Shield, Alresford

ROGERS, REUBEN, Dalton rd, Barrow in Furness, Draper. Mar 23. Jackson, Barrow in Furness

HILL, RICHARD, St James's pl, Exeter, Gent. Mar 25. Tozer & Co, Exeter

SMITH, HENRY, Leeds rd, Huddersfield, Cloth Dresser. Mar 23. Craven & Sunderland, Huddersfield

STILES, MARY, Liverpool rd, Islington. Mar 19. Adams, Finsbury circus

WALES, WILLIAM, Oxford st, Heigham, Norwich, Retired Builder. Mar 31. Miller & Co, Norwich

WHITEHEAD, HARRIET, Morley, York. Apr 10. Emsley & Co, Leeds

WILKINSON, SARAH ELLEN, Grimesthorpe, Sheffield, Sheep Shear Manufacturer Presswell & Son, Totnes

WILLIAMS, RICHARD, Peel Green rd, Barton upon Irwell, Lancaster, Farmer. April 17. Farrar & Hall, Manchester

WILSHIN, JASON, Hayes, Farmer. March 28. Woodbridge & Sons, Uxbridge

WOLVERTON, Lord, Iwerne Minster, Dorset. April 20. Lawford & Co, Austin friars

WYATT, JOHN, Newtown, Somerset, Yeoman. March 15. Tucker & Forward, Chard

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 24.

RECEIVING ORDERS.

ATKINSON, JAMES WILLIAM, Birmingham, Merchant Birmingham Pet Feb 20 Ord Feb 20

BENSON, FREDERICK WILLIAM, Cheltenham, Tailor Cheltenham Pet Feb 20 Ord Feb 20

BETTS, FREDERICK GEORGE, King's Lynn, Norfolk, Brewer's Traveller King's Lynn Pet Feb 21 Ord Feb 21

BOWEN, ROBERT, Shouldham, Norfolk, Butcher King's Lynn Pet Feb 22 Ord Feb 22

BRAGG, WILLIAM, Harleyford rd, Kennington, Engineer High Court Pet Feb 21 Ord Feb 21

BRIDGEMAN, WILLIAM JOSEPH, Victoria rd, Finsbury pk, Contractor High Court Pet Jan 12 Ord Feb 21

CALDICOTT, ARTHUR RICHARD, Fairford, Gloucestershire, Painter Swindon Pet Feb 20 Ord Feb 20

CARTER, CHARLES LOVELACE, Griffithstown, Mon, Carpenter Newport, Mon Pet Feb 21 Ord Feb 21

CARTER, HENRY, Bristol, General Dealer Bristol Pet Feb 20 Ord Feb 20

CLEAVER, FRANCIS FREDERICK, FRANCIS FREDERICK CLEAVER, jun, HENRY CLIFTON CLEAVER, Nottingham, Lace Dressers Nottingham Pet Feb 20 Ord Feb 20

COURT, CHARLES, Mamhilad, nr Pontypool, Horse Slaughterer Newport, Mon Pet Feb 22 Ord Feb 22

CRANE, EBENEZER MAUD, Liverpool, Vocalist Liverpool Pet Feb 22 Ord Feb 22

CROSSE, MARY, residence unknown, Widow High Court Pet Dec 21 Ord Feb 21

CROWTHER, JOE, Holmfirth, Yorks, Tinner Huddersfield Pet Feb 21 Ord Feb 21
DAVIES, RICHARD, Aberdovey, Merioneth, Draper Aberystwith Pet Feb 22 Ord Feb 22
DOWSON, CHARLES, Leeds, Bricklayer Leeds Pet Feb 22 Ord Feb 22
FERNLEY, JOHN HENRY, Upper Tollington pk, Stroud Green, Boot Repairer High Court Pet Feb 22 Ord Feb 22
FLOOKS, FREDERICK MORRIS, Merthyr Tydfil, Grocer Merthyr Tydfil Pet Feb 21 Ord Feb 21
FOSTER, EBENEZER JOHN, Goole, Yorks, Coal Merchant Wakefield Pet Feb 22 Ord Feb 22
GARBETT, JAMES PHILIP, Cobham rd, Barking, Builder High Court Pet Feb 20 Ord Feb 20
GEHRKE, ADOLPH BERNHARD WILHELM, Clarendon gdns, Maida hill, Clerk High Court Pet Feb 21 Ord Feb 21
GOULD, EBENEZER TEMPLE, Eastbourne, Grocer Eastbourne and Lewes Pet Feb 22 Ord Feb 22
GUGGENHEIM, MICHAEL, Auckland rd, Upper Norwood, Hop Merchant High Court Pet Feb 20 Ord Feb 20
HIRST, ELI, New Mill, nr Huddersfield, Farmer Huddersfield Pet Feb 21 Ord Feb 21
HOWARTH, SAMUEL, Burton on Trent, Machinist Burton on Trent Pet Feb 20 Ord Feb 20
JOHNS, THOMAS H, Colebrooke ter, Islington, Gent High Court Pet Feb 6 Ord Feb 22
JONES, DAVID KENT, Plasycoed Deri, Glamorgan, Surgeon Merthyr Tydfil Pet Feb 22 Ord Feb 22
KIBBY, WILLIAM CHARLES, Teignmouth, Baker Exeter Pet Feb 20 Ord Feb 20
KING, WILLIAM JAMES, Stafford, Grocer Stafford Pet Feb 13 Ord Feb 21
LORD, JAMES, Charles st, Lisson gr, Firewood Dealer High Court Pet Feb 21 Ord Feb 21
MOORE, WILLIAM, Walton, Suffolk, Posting Master Ipswich Pet Feb 20 Ord Feb 20
MUNDAY, FREDERICK GEORGE, Broadway, Wimbledon, Dealer in Sewing Machines Kingston, Surrey Pet Feb 20 Ord Feb 20
PAPE, MATTHEW, Kingston upon Hull, Tailor Kingston upon Hull Pet Feb 20 Ord Feb 20
PARLOUR, JOHN, Stokesley, Yorks, Innkeeper Stockton on Tees and Middlesborough Pet Feb 20 Ord Feb 20
PAYNE, JACOB HUGH, Thrapston, Northampton, Chemist Northampton Pet Feb 21 Ord Feb 21
PHILP, BENJAMIN BATTEN, Harlington, nr Hounslow, Market Gardener Windsor Pet Feb 18 Ord Feb 18
PINSON, CHARLES, Bridgtown, nr Cannock, Iron Roller Walsall Pet Feb 20 Ord Feb 20
POLLARD, ARTHUR, Derby rd, South Hackney, Oilman High Court Pet Feb 21 Ord Feb 21
POYNTER, JAMES, New Southgate, Horse Manager High Court Pet Feb 21 Ord Feb 21
RIPPON, EDWIN, Upper st, Islington, Chemist High Court Pet Feb 22 Ord Feb 22
SIBERT, JOHN, Nottingham, Grocer Nottingham Pet Feb 20 Ord Feb 20
SMITH, RICHARD HENRY, Manchester, Importer of French Plushes Manchester Pet Feb 9 Ord Feb 22
SPOONER, JAMES, Brancaster Staithe, Norfolk, Publican Norwich Pet Feb 20 Ord Feb 20
STEPHINGS, THOMAS, Clifton, Dairyman Bristol Pet Feb 20 Ord Feb 20
SUMMERS, MATILDA MARION, Broadway, Wimbledon, Musical Instrument Dealer Kingston, Surrey Pet Feb 20 Ord Feb 20
SUNDERLAND, JOSEPH, Bradford, Stuff Manufacturer Bradford Pet Feb 20 Ord Feb 20
SWAN, ALFRED CHARLES, Ludham, Norfolk, Auctioneer Norwich Pet Feb 21 Ord Feb 21
TAPLIN, LEWIS LLOYD, St John's Wood rd, Auctioneer High Court Pet Feb 20 Ord Feb 20
TEAGO, DANIEL, Cirencester, Agricultural Implement Maker Swindon Pet Feb 22 Ord Feb 22
TIPPING, PATRICK, Bolton, Greengrocer Bolton Pet Feb 20 Ord Feb 20
WALDER, HERBERT, Hastings, Grocer Tunbridge Wells Pet Feb 20 Ord Feb 20
WARRICK, THOMAS, Camberwell rd, Cheesemonger High Court Pet Feb 22 Ord Feb 22
WIDNALL, JOHN, Bradford, Yarn Finisher Bradford Pet Feb 9 Ord Feb 20
WILDE, CHARLES, Sheepshed, Leicestershire, Baker Leicester Pet Feb 20 Ord Feb 20
WILLMOTT, FREDERICK, Harpenden, Hertfordshire, Farmer St Albans Pet Feb 21 Ord Feb 21
WILSON, JAMES ALBAN, residence unknown, Officer in Seaforth Highlanders High Court Pet Jan 20 Ord Feb 20
WILTON, CHARLES, Canton, Cardiff, Grocer Cardiff Pet Feb 10 Ord Feb 20

The following amended notice is substituted for that published in the London Gazette of Jan. 24.

HEARD, THOMAS HODDER, Sheffield, Merchant Sheffield Pet Dec 31 Ord Jan 19

FIRST MEETINGS.

ALDRICH, BENJAMIN G, St Peter's rd, Kingsland rd, Pianoforte Manufacturer Mar 2 at 11 33, Carey st, Lincoln's inn
ATKINSON, ROBERT, Sowerby, nr Thirsk, Auctioneer Mar 9 at 10.40 Depot Hotel, Thirsk Junction, Thirsk
BEEVER, JAMES, Manchester, Tinplate Worker. Mar 5 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
BENSON, FREDERICK WILLIAM, Cheltenham, Tailor Mar 3 at 3.30 County Court, Cheltenham
BRAUND, JOHN WILTON, East Ham, Essex, out of business Mar 2 at 2.30 33, Carey st, Lincoln's inn
CALDICOTT, ARTHUR RICHARD, Fairford, Gloucestershire, Painter Mar 3 at 11.30 Off Rec, 32, High st, Swindon, Wiltshire
CARTER, CHARLES LOVELACE, Griffithstown, Mon, Carpenter Mar 6 at 12 Off Rec, 19, Tredegar pl, Newport, Mon
CARTER, HENRY, Bristol, General Dealer Mar 7 at 12.45 Gt Western Hotel, Paddington
CATTON, JAMES WILKINSON, Manchester, Clerk in Holy Orders Mar 5 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
COURT, CHARLES, Mamhilad, nr Pontypool, Horse Slaughterer Mar 7 at 12 Off Rec, 19, Tredegar pl, Newport, Mon
CROSSKEY, ROWLAND and CHARLES JOHN CORRIE, Lichfield, Camp Furnishers Mar 6 at 12 30 George Hotel, Lichfield
DIXON, THOMAS, Leeds, Fruiterer Mar 5 at 11 Off Rec, 22, Park row, Leeds
DOUGHTY, FREDERICK, Kingston upon Hull, General Dealer Mar 2 at 2 Off Rec, Trinity House lane, Hull
EMANUEL, ALFRED B, Union ct, Old Broad st, Advertising Agent Mar 2 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
GILCHRIST, JAMES, St Bartholomew rd, Camden rd, Accountant Mar 2 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
GORDON, EDWARD, Bridlington, Yorks, Butcher's Manager Mar 2 at 11 Off Rec, 74, Newborough st, Scarborough
GOULD, HERBERT WILLIAM, Weymouth, Provision Dealer Mar 2 at 3 Off Rec, Salisbury
HALL, FRANCIS, Whitby, Watchmaker Mar 8 at 12 Station Hotel, York
HARCOURT, ALFRED, Norwich, Silversmith Mar 2 at 3 Off Rec, 8, King st, Norwich
HARRIES, LLEWELLIN, Haverfordwest, Confectioner Mar 2 at 11 Off Rec, Carmarthen
HOWARD, ROBERT ALLEN, Old Dalby, Leicester, Farmer Mar 2 at 12 30 28, Friar lane, Leicester
HOWARTH, SAMUEL, Burton on Trent, Machinist Mar 5 at 2.45 White Hart Hotel, Burton on Trent
HYDE, THOMAS, Bromley, Cook Mar 2 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JACKSON, BENJAMIN, Middlesborough, Clothier Mar 6 at 11.30 Off Rec, 8, Albert rd, Middlesborough
JAQUES, PHILEMON PEMBERTON, Bradford, Shipowner Mar 5 at 11 Off Rec, 31, Manor row, Bradford
JEPSON, RICHARD HENRY, Burnley, Hatter March 2 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
JONES, RICHARD, Brighton, Baker March 5 at 1 Bankruptcy bldgs, Portugal st, Lincoln's inn
KIBBY, WILLIAM CHARLES, Teignmouth, Baker March 5 at 3 Off Rec, 13, Bedford circus, Exeter
KING, WILLIAM JAMES, Stafford, Grocer March 5 at 11.30 County Court, Stafford
LONG, JAMES, West Bradenham, Norfolk, Farmer March 3 at 12 Off Rec, 8, King st, Norwich
MARSHALL, THOMAS, Kingston upon Hull, Tailor March 2 at 1 Off Rec, Trinity House lane, Hull
MILLINGTON, JOHN, Haughton, Lancashire, Hat Manufacturer March 22 at 2 Townhall, Ashton under Lyne
MOORE, WILLIAM, Walton, Suffolk, Posting Master March 5 at 12 Off Rec, 2, Westgate st, Ipswich
OPPENHEIM, EDWARD JOHN, Knighton, Leicestershire, Leather Factor March 3 at 3 28, Friar lane, Leicester
PINDER, EDWIN, Whitby, Grocer March 6 at 11 Off Rec, 8, Albert rd, Middlesborough
PLATT, JOSEPH, Thatt's heath, nr St Helen's, Labourer March 6 at 12 Off Rec, 35, Victoria st, Liverpool
REAVELL, JOSEPH, Worthing, Bootmaker March 5 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
ROBERTS, HUGH Llanfairpwllgwyngyll, Angelsey, Grocer March 5 at 12.30 Queen's Head Cafe, Bangor
ROWSON, CECIL, Great Crosby, Lancashire, Provision Broker March 20 at 2 Off Rec, 35, Victoria st, Liverpool
SPOONER, JAMES, Brancaster Staithe, Norfolk, Publican March 3 at 1 Off Rec, 8, King st, Norwich
STEPHINGS, THOMAS, Clifton, Dairyman March 5 at 12.30 Off Rec, Bank chmbrs, Bristol
STURTRIDGE, JAMES, Luxulyan, Cornwall, Bootmaker March 3 at 12 Off Rec, Boscawen st, Truro
SUNDERLAND, JOSEPH, Bradford, Stuff Manufacturer March 5 at 3 Off Rec, 31, Manor row, Bradford
SWAN, ALFRED CHARLES, Gt Yarmouth, Auctioneer March 3 at 11 Off Rec, 8, King st, Norwich
TEAGO, DANIEL, Cirencester, Agricultural Implement Maker March 3 at 12 Off Rec, 32, High st, Swindon, Wilts
TIPPING, PATRICK, Bolton, Greengrocer March 5 at 3 16, Wood st, Bolton
WALFORD, SAMUEL, Ocker Hill, Darlaston, Staffordshire, Grocer March 3 at 11.15 Off Rec, Walsall
WIDNALL, JOHN, Bradford, Yarn Finisher March 5 at 12 Off Rec, 31, Manor row, Bradford
WILDE, CHARLES, Sheepshed, Leicestershire, Baker March 5 at 3 28, Friar lane, Leicester

ADJUDICATIONS.

ARNO, WILLIAM CHARLES, Palmerston rd, Walthamstow, Gilder High Court Pet Feb 1 Ord Feb 20
BELLAMY, THOMAS WATERS, New Sleaford, Lincs, Brewers' Agent Boston Pet Feb 13 Ord Feb 20
CALDICOTT, ARTHUR RICHARD, Fairford, Gloucester, Painter Swindon Pet Feb 20 Ord Feb 20
CALLOW, FREDERICK R, Lewisham High rd, Dairyman Greenwich Pet Dec 30 Ord Feb 21
CARTER, CHARLES LOVELACE, Griffithstown, Mon, Carpenter Newport, Mon Pet Feb 20 Ord Feb 21
CARTER, HENRY, Bristol, General Dealer Bristol Pet Feb 20 Ord Feb 20
COURT, CHARLES, Mamhilad, nr Pontypool, Horse Slaughterer Newport, Mon Pet Feb 22 Ord Feb 22
DELAYEN, EUGENE THOMAS ANDREW, High st, Wimbledon, Hairdresser Kingston, Surrey Pet Jan 30 Ord Feb 1
DICKS, WILLIAM BURTON, St Leonards on Sea, Commission Agent Hastings Pet Feb 3 Ord Feb 21
DODGSON, JOSEPH, Bradford, Boot Maker Bradford Pet Feb 16 Ord Feb 20
EVANS, JOHN, Frankwell, Shrewsbury, Painter Shrewsbury Pet Feb 1 Ord Feb 18
FLOOKS, FREDERICK MORRIS, Merthyr Tydfil, Grocer Merthyr Tydfil Pet Feb 21 Ord Feb 21
FOSTER, EBENEZER JOHN, Goole, Yorks, Coal Merchant Wakefield Pet Feb 21 Ord Feb 22
GARBETT, JAMES PHILIP, Barking, Essex, Builder High Court Pet Feb 20 Ord Feb 20
GEHRKE, ADOLPH BERNARD WILHELM, Clarendon gdns, Maida hill, Clerk High Court Pet Feb 21 Ord Feb 21
GREENHILL, EDWARD GEORGE, Kinson, Dorsetshire, Gent Poole Pet Feb 2 Ord Feb 20
HOOKER, STEPHEN J., Lewisham, Clerk Greenwich Pet Jan 25 Ord Feb 20
HOWARTH, SAMUEL, Burton on Trent, Machinist Burton on Trent Pet Feb 20 Ord Feb 20
JONES, DAVID KENT, Plasycoed Deri, Glamorganshire, Surgeon Merthyr Tydfil Pet Feb 22 Ord Feb 22
JONES, RICHARD, Brighton, Baker Brighton Pet Feb 15 Ord Feb 22
KIBBY, WILLIAM CHARLES, Teignmouth, Baker Exeter Pet Feb 20 Ord Feb 20
KIRK, EDWARD WESTWICK, and THOMAS LAWRENCE KIRK, Nottingham, Clerks Nottingham Pet Jan 7 Ord Feb 16
MOORE, WILLIAM, Walton, Suffolk, Posting Master Ipswich Pet Feb 20 Ord Feb 20
NEWBERRY, JAMES, Wareham, Machinist Poole Pet Feb 4 Ord Feb 22
OXENHAM, JAMES, Teignmouth, Dealer in Fancy Goods Exeter Pet Feb 3 Ord Feb 22
PARLOUR, JOHN, Stokesley, Yorks, Innkeeper Stockton on Tees and Middlesborough Pet Feb 18 Ord Feb 20
PAYNE, JACOB HUGH, Thrapston, Northamptonshire, Chemist Northampton Pet Feb 21 Ord Feb 21

PERKINS, CHARLES, Rushden, Northamptonshire, Shoe Manufacturer Northampton Pet Jan 7 Ord Feb 20
PHILLIPS, JOHN, Devonport, Baker East Stonehouse Pet Feb 9 Ord Feb 20
PICKOVER, JOHNSON, and DAVID CARRUTHERS, Burnley, Drysalters Burnley Pet Jan 20 Ord Feb 22
PINDAR, JOHN, Bradford, Sanitary Engineer Bradford Pet Feb 16 Ord Feb 22
PINSON, CHARLES, Bridgtown, nr Cannock, Iron Roller Walsall Pet Feb 20 Ord Feb 20
POLLARD, ARTHUR, Derby rd, South Hackney, Oilman High Court Pet Feb 21 Ord Feb 21
ROBERTS, HUGH, Llanfairpwllgwyngll, Anglesey, Grocer Bangor Pet Feb 8 Ord Feb 22
ROWSON, CECIL, Gt Crosby, Lancs, Provision Broker Liverpool Pet Feb 9 Ord Feb 20
RUSSELL, E, The Broadway, Hammersmith, Cheesemonger High Court Pet Sept 22 Ord Feb 21
STAINES, WILLIAM, Staines rd, Upper Sunbury, Grocer Kingston, Surrey Pet Jan 24 Ord Jan 30
STURTRIDGE, JAMES, Luxulyan, Cornwall, Bootmaker Truro Pet Feb 11 Ord Feb 21
TEAGO, DANIEL, Cirencester, Agricultural Implement Maker Swindon Pet Feb 21 Ord Feb 22
TIPPING, PATRICK, Bolton, Greengrocer Bolton Pet Feb 20 Ord Feb 20
TOMLINSON, HENRY, London rd, Enfield, Saddler Edmonton Pet Feb 13 Ord Feb 22
TRISCOTT, R A, Cockspur st, Charing cross, Solicitor High Court Pet Aug 19 Ord Feb 21
WILDE, CHARLES, Sheepshed, Leicester, Baker Leicester Pet Feb 20 Ord Feb 20
WILTON, CHARLES, Canton, Cardiff, Grocer Cardiff Pet Feb 20 Ord Feb 20

London Gazette.—TUESDAY, Feb. 28.

RECEIVING ORDERS.

ATTIWELL, JOHN TATHAM, Louth, Lincs, Cabinet Maker Gt Grimsby Pet Feb 25 Ord Feb 25
BARNES, ISAAC, Macclesfield, Coach Proprietor Macclesfield Pet Feb 23 Ord Feb 23
BEET, JOHN, Bingham, Notts, Clothier Nottingham Pet Feb 24 Ord Feb 24
BICKLE, WILLIAM, Curry Rivell, Somersetshire, Baker Yeovil Pet Feb 10 Ord Feb 24
BLAYDON, CHARLES, Woolpit, Suffolk, Innkeeper Bury St Edmunds Pet Feb 23 Ord Feb 23
BURTON, ALEXANDER, Radcliffe, Lancs, Stonemason Bolton Pet Feb 23 Ord Feb 23
CAMPBELL, GEORGE ANTHONY, Batley, Tailor Dewsbury Pet Feb 6 Ord Feb 18
CHAPMAN, PRISCILLA, Leicester, Boot Manufacturer Leicester Pet Feb 23 Ord Feb 23
CHARTER, GEORGE WILLIAM, Westbourne rd, Barnsbury, Biscuit Manufacturer High Court Pet Feb 24 Ord Feb 24
COLLINS, GEORGE, Maiden Newton, Dorsetshire, Bootmaker Dorchester Pet Feb 25 Ord Feb 25
COOKSON, ROBERT, Blackpool, Gent Preston Pet Feb 7 Ord Feb 24
COSSTICK, GEORGE FREDERICK, Hove, Sussex, Lodging House Keeper Brighton Pet Feb 25 Ord Feb 25
CUMING, SAMUEL, Elsworthy terr, Elsworthy rd, Builder High Court Pet Feb 25 Ord Feb 25
DAY, JOHN, jun, Ash, Kent, Farmer Canterbury Pet Feb 23 Ord Feb 23
DYKES, EDWARD, Diss, Norfolk, Cooper Ipswich Pet Feb 24 Ord Feb 24
FROGGATT, THOMAS FREDERICK, Sheffield, Optician Sheffield Pet Feb 23 Ord Feb 23
FROST, WILLIAM HENRY, Gosport, Confectioner Portsmouth Pet Feb 23 Ord Feb 23
GARNETT, JAMES, Eccles, nr Manchester, Salesman Salford Pet Feb 23 Ord Feb 23
GODFREY, WILLIAM BULMER HUNT, Whitley, Northumberland, Clerk Newcastle on Tyne Pet Feb 23 Ord Feb 23
HEPWORTH, SAMUEL, Dewsbury, Yorks, Joiner Dewsbury Pet Feb 25 Ord Feb 25
JACKSON, BETSY, Nottingham, Dressmaker Nottingham Pet Feb 23 Ord Feb 28
KING, THOMAS, Eltham, Kent, Licensed Victualler Canterbury Pet Feb 25 Ord Feb 25
LEWIS, ALFRED, Litchfield rd, Grove rd, Mile End, Tailor's Salesman High Court Pet Feb 25 Ord Feb 25
LEWIS, GEORGE, Kingston on Thames, Watchmaker Kingston, Surrey Pet Feb 24 Ord Feb 25
LOCKWOOD, WILLIAM, and JOHN LEITH, St Helens, Lancs, Chemical Manufacturers Liverpool Pet Feb 23 Ord Feb 23
MATHERS, JOSEPH, Batley Carr, Yorks, Cloth Manufacturer Leeds Pet Feb 24 Ord Feb 24
NODEN, RALPH, and JOHN NODEN, Market Drayton, Joiners Nantwich and Crewe Pet Feb 23 Ord Feb 23
NORDBYE, AXEL, North Shields, Ship Chandler Newcastle on Tyne Pet Feb 23 Ord Feb 23
PARKER, CHARLES, Hammersmith rd, West Kensington, Fruiterer High Court Pet Feb 9 Ord Feb 24
PARR, GEORGE JAMES, Liverpool, Ship Broker Liverpool Pet Feb 24 Ord Feb 24
PRIMAVESI, ANTONIO CARLO, Reading, Watchmaker Reading Pet Feb 24 Ord Feb 24
PUGH, EDWARD JONES, Upton on Severn, Worcester, Stonemason Worcester Pet Feb 24 Ord Feb 24
PUGH, WILLIAM PLATTS, and EDWARD PUGH, Queen Victoria st, Heraldic Engravers High Court Pet Feb 24 Ord Feb 24
QUILLIAM, WILLIAM HUGHES, Bootle, Lancashire, Accountant Liverpool Ord Feb 23
RIDLEY, ROBERT, South Stockton, Yorkshire, Coal Dealer Stockton on Tees and Middlesborough Pet Feb 23 Ord Feb 23
ROOKE, STEPHEN, Barnsley, Yorks, Stable Keeper's Assistant Barnsley Pet Feb 23 Ord Feb 23
ROSINDALE, SARAH, Leeds, out of business Leeds Pet Feb 25 Ord Feb 25
SANGSTER, ROBERT, Landport, Hampshire, Scale Maker Portsmouth Pet Feb 17 Ord Feb 17
SCAMMELS, WILLIAM JAMES, Blaina, Mon, Boot Dealer Tredegar Pet Feb 24 Ord Feb 24
SHEPPARD, ISAAC, Kennington rd, Coroner's Officer High Court Pet Dec 30 Ord Feb 23
TANDAM, WILLIAM, Dilham, Norfolk, Grocer Norwich Pet Feb 24 Ord Feb 24
TURNER, EDWIN WHEALE, Aston juxta Birmingham, Butcher's Manager Birmingham Pet Feb 25 Ord Feb 25
WARREN, THOMAS OSCAR, Whitcombe st, Leicester sq High Court Pet Nov 8 Ord Jan 5
WATERS, SAMUEL, jun, Grant rd, Clapham Junction, Commercial Traveller Wandsworth Pet Feb 21 Ord Feb 21

The following amended notice is substituted for that published in the London Gazette of Feb 21.

STURTRIDGE, JAMES, Luxulyan, Cornwall, Bootmaker Truro Pet Feb 18 Ord Feb 18

FIRST MEETINGS.

BARNES, ISAAC, Macclesfield, Coach Proprietor Mar 8 at 11 Off Rec, 23, King Edward st, Macclesfield
BARNES, SAMUEL HICKS, Falcon sq, Gum Ticket Manufacturer Mar 6 at 12 33, Carey st, Lincoln's inn
BATES, GEORGE, Oxford st, Stepney, Horse Collar Maker Mar 6 at 2.30 33, Carey st, Lincoln's inn
BEER, MARY ANN, Morthoe, Devon Mar 8 at 1.30 Sanders & Son, High st, Barnstaple
BETTS, FREDERICK GEORGE, King's Lynn, Brewers' Traveller Mar 9 at 10.30 Court house, King's Lynn
BICKLE, WILLIAM, Curry Rivell, Somersetshire, Baker Mar 8 at 4 Three Choughs Hotel, Yeovil
BLAYDON, CHARLES, Woolpit, Suffolk, Innkeeper Mar 6 at 12.15 Off Rec, 2, Westgate st, Ipswich
BOSWELL, FREDERICK, Birmingham, out of business Mar 7 at 11 25, Colmore row, Birmingham
BOWEN, ROBERT, Shouldham, Norfolk, Butcher Mar 9 at 10.15 Court House, King's Lynn
BROWN, WILLIAM, Brixton rd, Clerk Mar 9 at 11 33, Carey st, Lincoln's inn
BURTON, ALEXANDER, Radcliffe, Lancs, Stonemason Mar 8 at 11.15 16, Wood st, Bolton
CALLOW, FREDERICK R, Lewisham High rd, Dairyman Mar 8 at 12 109, Victoria st, Westminster
CLABRICOATS, JOHN, Catford Bridge, Kent, Warehouseman's Clerk Mar 6 at 12 109, Victoria st, Westminster
CLEAVER, FRANCIS FREDERICK, FRANCIS FREDERICK CLEAVER, jun, and HENRY CLIFTON CLEAVER, Nottingham, Lace Dressers March 6 at 12 Off Rec, 1, High pavement, Nottingham
CRANE, EZEBENER MAUD, Liverpool, Vocalist Mar 8 at 3 Off Rec, 35, Victoria st, Liverpool
CROSSE, MARY, address unknown March 6 at 11 33, Carey st, Lincoln's inn
CROWTHER, JOE, Holmfirth, Yorks, Tinner March 6 at 11 Haigh & Son, Solors, New st, Huddersfield
DAY, JOHN, jun, Ash, Kent, Farmer March 7 at 3 Fountain Hotel, Canterbury
DICKS, WILLIAM BURTON, St Leonard's on Sea, Commission Agent March 7 at 12 4, Pavilion bldngs, Brighton
DREW, GEORGE, Landport, Hampshire, Writer in Dockyard, Portsmouth March 12 at 3 166, Queen st, Portsea
DYKES, EDWARD, Diss, Norfolk, Cooper March 6 at 12.45 Off Rec, 2, Westgate st, Ipswich
FROST, WILLIAM HENRY, Gosport, Hampshire, Confectioner March 12 at 4.30 166, Queen st, Portsea
GODFREY, WILLIAM BULMER HUNT, Whitley, Northumberland, Clerk March 8 at 3 Off Rec, Pink lane, Newcastle on Tyne
GREEN, JOHN, Evelyn st, Deptford, Boot Manufacturer March 8 at 3 109, Victoria st, Westminster
HIRST, ELI, New Mill, nr Huddersfield, Farmer March 6 at 3 Haigh & Son, solors, New st, Huddersfield
HOLYOAKE, FRANCIS EDWARD, Russell rd, Kensington, Retired Captain in Army March 6 at 11 16 Room, 30 and 31, St Swithin's lane
HORSLEY, JOHN WALKER, Southport, Mantle Manufacturer March 7 at 3 Off Rec, 35, Victoria st, Liverpool
INGRAM, SYDNEY, Ebbw Vale, Mon, Grocer Mar 7 at 12 Off Rec, Merthyr Tydfil
JACKSON, BETSY, Nottingham, Dress Maker March 7 at 12 Off Rec, 1, High pavement, Nottingham
KOUGH, RICHARD GOFF, Newington cres, Newington Butts, Merchant March 9 at 11 Bankruptcy bldgs, Portugal st
LADYMAN, GEORGE HARRISON, Daleview rd, Stamford Hill, out of business March 7 at 11 33, Carey st, Lincoln's inn
LITTLE, BRYANT GEORGE, Landport, Hampshire, Engineer in Navy March 12 at 3.30 166, Queen st, Portsea
LOVEJOY, C WARLTERS, Southampton row, Holborn March 8 at 11 33, Carey st, Lincoln's inn
MATTHIEU, AUGUSTUS CHARLES, Salisbury rd, Upper Holloway, Baker March 8 at 12 33, Carey st, Lincoln's inn
MCANULTY, PAUL, Birmingham, Woollen Merchant March 9 at 12 Off Rec, 22, Park row, Leeds
MEEK, CHARLES, Barnet, Boot Dealer March 7 at 11 16 Room, 30 & 31, St Swithin's lane
NORDBYE, AXEL, North Shields, Ship Chandler March 8 at 2 Off Rec, Pink lane, Newcastle on Tyne
OWEN, JOHN, Bangor, Butcher March 29 at 12 Queen's Head Cafe, Bangor
PHILP, BENJAMIN BATTEN, Harlington, nr Hounslow, Gardener Mar 6 at 3 109, Victoria st, Westminster
PIGG, WILLIAM SMITH, St Osyth, Essex, Licensed Victualler Mar 9 at 11 Townhall, Colchester
PUGH, EDWARD JONES, Upton on Severn, Stonemason Mar 9 at 11 Off Rec, Worcester
ROBERTSON, JOHN, Ludgate hill, Poulterer Mar 8 at 12 33, Carey st, Lincoln's inn
SANGSTER, ROBERT, Landport, Hants, Scalemaker Mar 12 at 4 166, Queen st, Portsea
SHARPE, ALFRED, Huddersfield, Leather Currier Mar 7 at 3 Haigh & Son, solors, New st, Huddersfield
SHUTT, JOHN, Penkridge, Staffs, Farmer Mar 7 at 12 Off Rec, St Peter's close, Wolverhampton
SIBERT, JOHN, Nottingham, Grocer Mar 7 at 11 Off Rec, 1, High pavement, Nottingham
SMALL, WILLIAM GEORGE, Bradwell near the Sea, Essex, Farmer Mar 7 at 11 County Court, Maldon
SPEDDING, THOMAS, Chickenley, nr Dewsbury, Yorks, Publican Mar 6 at 3 Off Rec, Bank chbrs, Batley
STEGGALL, ROBERT, Paddington st, Grocer Mar 7 at 2.30 33, Carey st, Lincoln's inn
STONE, HENRY PALMER, Clarendon rd, Teddington, Director of Public Companies March 8 at 11 Cannon st Hotel
THORN, WILLIAM, Wokingham, Berks, Musician March 15 at 12 Queen's Hotel, Reading
THORPE, WILLIAM, Sandon, Essex, Farmer March 10 at 11.30 Shirehall, Chelmsford
WALDER, HERBERT, Hastings, Grocer March 7 at 1 County court bldgs, Hastings
WILLIAMS, AMBROSE, Edgware rd, Kilburn rise, Timber Merchant March 7 at 12 33, Carey st, Lincoln's inn

ADJUDICATIONS.

ATTIWELL, JOHN TATHAM, Louth, Cabinet Maker Great Grimsby Pet Feb 25 Ord Feb 25
BELFIELD, JOHN, Pleasley, Derbyshire, Farmer Nottingham Pet Feb 13 Ord Feb 25

BENNETT, FREDERICK, Ludgate hill, China Warehouseman High Court Pet Jan 20, Ord Feb 25
BEST, JAMES, Jermyn st, St James', Cheesemonger High Court Pet Oct 15 Ord Feb 23
BETTS, FREDERICK GEORGE, King's Lynn, Brewer's Traveller King's Lynn Pet Feb 21 Ord Feb 23
BLAYDON, CHARLES, Woolpit, Suffolk, Innkeeper Bury st Edmunds Pet Feb 23 Ord Feb 25
BOSWELL, FREDERICK, Birmingham, out of business Birmingham Pet Feb 2 Ord Feb 23
BROADBRIDGE, JAMES WILLIAM, St Leonard's on Sea, Bookseller Hastings Pet Jan 30 Ord Feb 23
BURROW, ALEXANDER, Radcliffe, Lancs, Stonemason Bolton Pet Feb 23 Ord Feb 23
CALVERLEY, HENRY, Huddersfield, Hosier Huddersfield Pet Feb 9 Ord Feb 24
CRANE, EZERENER MAUD, Liverpool, Vocalist Liverpool Pet Feb 22 Ord Feb 23
CROWTHER, JOE, Holmfirth, Yorks, Tinner Huddersfield Pet Feb 21 Ord Feb 24
D'EATH, HARRY HOLMES, Old Jewry chmbrs, Solicitor High Court Pet Nov 24 Ord Feb 23
DOUGHTY, WILLIAM HALL, Kingston upon Hull, Colour Manufacturer Kingston upon Hull Pet Jan 20 Ord Feb 23
DOWSON, CHARLES, Leeds, Bricklayer Leeds Pet Feb 22 Ord Feb 22
FERNLEY, JOHN HENRY, Upper Tollington pk, Stroud Green, Builder High Court Pet Feb 22 Ord Feb 24
FORDER, GEORGE HAMMOND, Old Kent rd, Tailor High Court Pet Feb 13 Ord Feb 23
FRANK, AUGUSTUS, Richmond rd, Bayswater, Umbrella Manufacturer High Court Pet Feb 18 Ord Feb 23
FROGGATT, THOMAS FREDERICK, Sheffield, Optician Sheffield Pet Feb 23 Ord Feb 23
FROST, WILLIAM HENRY, Gosport, Hampshire, Confectioner Portsmouth Pet Feb 22 Ord Feb 23
GARNETT, JAMES, Eccles, nr Manchester, Salesman Salford Pet Feb 23 Ord Feb 23
HARCOURT, ALFRED, Norwich, Silversmith Norwich Pet Feb 15 Ord Feb 23
HOCKADAY, THOMAS, Park rd, Dulwich, Builder High Court Pet Jan 28 Ord Feb 24
HOGSETT, BAPTIST, Amwell st, Clerkenwell, Haberdasher High Court Pet Jan 23 Ord Feb 23
HORSLEY, JOHN WALKER, Southport, Mantle Manufacturer Liverpool Pet Feb 8 Ord Feb 25
JACKSON, BENJAMIN, Middlesborough, Clothier Stockton on Tees and Middlesborough Pet Feb 10 Ord Feb 23
JOHNSON, BENJAMIN, East Dereham, Farmer Norwich Pet Jan 18 Ord Feb 23
KING, WILLIAM JAMES, Stafford, Grocer Stafford Pet Feb 13 Ord Feb 23
KNIGHT, WILLIAM, Hurstbourne Tarrant, Hampshire, Farmer Salisbury Pet Feb 10 Ord Feb 25
LEWIS, ALFRED, Litchfield rd, Grove rd, Mile End, Tailor's Salesman High Court Pet Feb 25 Ord Feb 25
LONG, JAMES, West Bradenham, Norfolk, Farmer King's Lynn Pet Feb 16 Ord Feb 23
LORD, JAMES, Charles st, Lisson grove, Firewood Dealer High Court Pet Feb 21 Ord Feb 23
LOVEJOY, C WARLTERS, Southampton row, Holborn High Court Pet Dec 1 Ord Feb 23
MATHERS, JOSEPH, Leeds, Woollen Cloth Manufacturer Leeds Pet Feb 24 Ord Feb 24
MORLEY, JOHN LESLIE, Croydon, Wood Broker Croydon Pet Feb 14 Ord Feb 22
NORDBYE, AXEL, North Shields, Ship Chandler Newcastle on Tyne Pet Feb 23 Ord Feb 23
OWEN, JOHN, Bangor, Butcher Bangor Pet Feb 18 Ord Feb 24
PARR, GEORGE JAMES, Liverpool, Ship Broker Liverpool Pet Feb 23 Ord Feb 24
PLUSH, ROBERT, Kingsland rd, Restaurant Keeper High Court Pet Feb 7 Ord Feb 23
PUGH, EDWARD JONES, Upton on Severn, Worcestershire, Stonemason Worcester Pet Feb 24 Ord Feb 24
RIDLEY, ROBERT, South Stockton, Coal Dealer Stockton on Tees and Middlesborough Pet Feb 23 Ord Feb 23
ROSINDALE, SARAH, Hunslet, Leeds, out of business Leeds Pet Feb 25 Ord Feb 25
SANGSTER, ROBERT, Landport, Scalemaker Portsmouth Pet Feb 16 Ord Feb 17
SPOONER, JAMES, Brancaster Staithe, Norfolk, Publican Norwich Pet Feb 18 Ord Feb 23
SUMMERS, MATILDA MARION, Broadway, Wimbledon, Musical Instrument Dealer Kingston, Surrey Pet Feb 20 Ord Feb 23
SUNDERLAND, JOSEPH, Bradford, Stuff Manufacturer Bradford Pet Feb 20 Ord Feb 24
WALLACE, FREDERIC, Manningham, Yorks, Stuff Merchant Bradford Pet Feb 2 Ord Feb 24
WARRICK, THOMAS, Camberwell rd, Cheesemonger High Court Pet Feb 22 Ord Feb 23
WHITCHER, JESSE, West Cowes, I.W., Tailor Newport and Ryde Pet Feb 11 Ord Feb 16

The following amended notice is substituted for that published in the London Gazette of Dec 27.

[NOTE.—The Receiving Order and other proceedings in this matter have been amended by striking out the name of Robert Williamson.]

WILLIAMSON, MARY, West Kirby, Cheshire, Bootmaker Birkenhead Pet Dec 9 Ord Dec 22

The following amended notice is substituted for that published in the London Gazette of Feb 10.

HEARD, THOMAS HODDER, Sheffield, Merchant Sheffield Pet Dec 30 Ord Feb 7

SALES OF ENSUING WEEK.

March 7.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see Advertisement, Feb. 25, p. 4).
March 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Ground-Rents (see advertisement, Feb. 25, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAGENAL.—Feb. 11, at Dublin, the wife of Philip Henry Bagenal, barrister-at-law, of a son.
JEROME.—Feb. 15, at New Malden, the wife of Charles Jerome, solicitor, of a son.
SIDNEY.—Feb. 16, at Bowes-park, N., the wife of T. Stafford Sidney, barrister-at-law, of a daughter.

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London Gazette.

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MR. G. F. HUGGINS, 89, Chancery-lane, W.C., Solicitor (First in First Class Honours, Easter, 1880, and Winner of the Clement's-inn Prize, and of the Birmingham Law Society's Gold Medal for 1880), continues to read with Students in Class and through the Post for Solicitors' FINAL and INTERMEDIATE Examinations.—Further particulars on application, personally or by letter, or see full advertisement in "Law Students' Journal."

RESULTS.—The First Prizeman with 6 others in the Honours List for January were pupils; and of 19 sent up for the Final 18 passed. At the last 3 Examinations nearly one-third of the entire Honours List were pupils, including First, Second, and Third Prizemen 139 out of 154 Final Pupils passed last year, and 12 of them obtained Honours and 3 Prizes.

MR. H. S. BOWEN, B.A., LL.B. (First-class Honours in Common Law and Equity, London University, 1882), Author of "Outlines of Specific Performance," PREPARES for the Bar and Solicitors' EXAMINATIONS and London Law Degrees.—Address, 4, Stone-buildings, Lincoln's-inn, W.C.

RESULTS IN 1887.

Solicitors' Final.—30 sent up, 18 passed.

ALL sent up for Solicitors' Preliminary, Intermediate, and Intermediate LL.B., passed.

Bar Exam.—Hilary, 1888.—4 sent up, 4 passed.

MR. T. B. NAPIER LL.D. (Lond.), Author of "Final Examination Digest," Joint Editor of *Jurist*, and Mr. R. M. STEPHENSON, LL.B. (High Honours Common Law, &c.), Joint Editor of *Jurist*, &c., prepare for the Solicitors' Examinations, privately, in class, and by correspondence.—Apply to Mr. NAPIER, 2, New-court, Lincoln's-inn, or Mr. STEPHENSON, 3, Plowden-buildings, Temple.

A BARRISTER-AT-LAW (LL.B., London, First in First-Class Honours in Jurisprudence and Roman Law, and Honoursman in Common Law and Equity) prepares for Legal Examinations. Tuition for the Bar, Solicitors' Intermediate and Final, 1st and 2nd LL.B., Studentship and Scholarship Examinations, privately or in class, at his Chambers. 1st and 2nd LL.B. Oral Classes to commence in April; Correspondence Classes for the same can be joined at any time for the whole or part of the course. "Recent successes of Pupils include that of *the 1st in 1st Class Honours Intermediate LL.B., Lond.*, 1888."—For terms, &c., apply to "JURISCONSULTUS," care of his clerk, Mr. Burnett, 9, Old-square, Lincoln's-inn.

STIMSON'S LIST of PROPERTIES for SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognized medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 2, New Kent-road, S.E.

MR. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

UPPER THAMES STREET, E.C.—To be SOLD, as a going concern, a valuable long LEASEHOLD PROPERTY (now used as bonded warehouses), situate near Southwark-bridge, possessing a frontage to the River Thames of about 150 ft., and a return frontage of about 70 ft. The buildings are of substantial and convenient construction, and comprise excellent cellarage, ground floors, and five upper floors (all well lighted), good offices, strong room, &c. The property is admirably adapted for division if required, each block having a waterway to the river and access to the street. The buildings are fitted with the most approved lifting apparatus, steam cranes, &c. From the convenience of landing and access to the street the warehouses are very suitable for bonded tea warehouses.—For particulars apply to Mr. H. A. ALEXANDER, Surveyor, 72, Cannon-street, London, E.C.

OFFICES to be LET.—Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

BARRISTERS and Others Seeking CHAMBERS close to the Law Courts.—A splendid Suite of two, three, or five rooms to be Let, in a fine Building quite near the Law Courts, and adjoining the Chancery-lane Safe Deposit. Lighted by electric light and every convenience; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

OFFICES and CHAMBERS.—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. LAUNDY & Co., Chartered Accountants, on the premises.

TO the LEGAL PROFESSION.—Excellent Chambers in New-square to be Let; three good rooms; rent £80; immediate possession.—Apply to THURGOOD & MARTIN, Estate Agents, 27, Chancery-lane, W.C.

KENSINGTON.

By order of the Mortgagees.—Long Leasehold Investment, No. 33, Victoria-road, Kensington-park-gardens, let on repairing lease at a rental of £160 per annum; lease 42½ years; ground-rent £14.

MESSRS. E. E. CROUCHER & CO. will SELL the above valuable semi-detached RESIDENCE, at the MART, Tokenhouse-yard, E.C., on TUESDAY, MARCH 6, at TWO.

Particulars of A. Woodroffe, Esq., Solicitor, 24, Lincoln's-inn-fields, W.C.; and of the Auctioneers, 76, Chancery-lane, W.C.

To Land Buyers, Speculators, and Investors.—By order of Mortgagees.—84 acres Freehold Land at Harrow.

MESSRS. E. E. CROUCHER & CO. will SELL by AUCTION, at the MART, Tokenhouse-yard, Lothbury, on TUESDAY, MARCH 6, at TWO, in Four Lots, the valuable FREEHOLD BUILDING ESTATES, forming a portion of Wealdstone Farm, also remaining unsold portion of the Wealdstone Estate, Harrow-on-the-Hill, with extensive frontages to main road, and close to the Harrow Station; admirably adapted for subdivision in plots.

Plans, particulars, &c., of Messrs. Lowless & Co., Solicitors, 36, Martin's-lane, Cannon-street, E.C.; and of the Auctioneers, 76 Chancery-lane, W.C.

GRAY'S INN ROAD.

Freehold Shop Property and Dwelling-houses.

MESSRS. E. E. CROUCHER & CO. will SELL by AUCTION, at the MART, Tokenhouse-yard, on TUESDAY, MARCH 6, at TWO, FREEHOLD SHOP, 35, Britannia-street, and Nos. 34, 36, 38, 40, and 42, Wicklow-street, Gray's-inn-road, producing £134 per annum.

Particulars of Messrs. Surr & Co., Solicitors, 12, Abchurch-lane, E.C.; and of the Auctioneers, 76, Chancery-lane, W.C.

FINCHLEY.

By order of the Mortgagee.—Nos. 1, 2, and 3, Royal-terrace, Ballard's-lane; Three Shops and Dwelling-houses (one unfinished). Lease 80 years, with low ground-rents.

MESSRS. E. E. CROUCHER & CO. will SELL the above by AUCTION, at the MART, E.C., on TUESDAY, MARCH 6, at TWO.

Particulars of T. M. Jenkins, Esq., Solicitor, 5, Tavistock-street, Strand; and of the Auctioneers, 76, Chancery-lane, W.C.

CITY OF LONDON.

By Order of the Mortgagee.—Near to the Customs House and in the Centre of the Wine and Shipping Trades.—Exceedingly valuable long-leasehold Property, comprising a handsome Modern Building of 5 floors, with 2 capacious cellars, situate and being No. 14, Water-lane, between Tower-street and Lower Thames-street, covering an area of about 2,250 feet, and producing a rental, together with the estimated rent of the third floor unlet, of £910 per annum. The Property is situated near to the Customs House and Mark-lane Station on the Metropolitan Railway, in the heart of the Shipping, Wine, Fish, and Fruit Trades, and affords an admirable opportunity to Capitalists and others of obtaining an exceedingly desirable investment; which will be SOLD by AUCTION by

MESSRS. KING & CHASEMORE, at the MART, Tokenhouse-yard, London, E.C. (unless an acceptable offer be previously made to the Auctioneers), on MONDAY, MARCH 19th, 1888, at TWO o'clock in the afternoon.

Particulars and conditions of sale may be obtained of Messrs. Medwin, Davis, Sadler, & Cotching, Solicitors, Horsham, Sussex; Messrs. W. C. Hayne & Co., 27, Chancery-lane, W.C.; and of Messrs King & Chasemore, Land and Timber Surveyors, Horsham, Sussex.

SALES BY AUCTION FOR THE YEAR 1888.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., March 6	Tues., May 15	Tues., July 31
Tues., March 13	Tues., May 29	Tues., Aug 7
Tues., March 20	Tues., June 5	Tues., Aug 14
Tues., March 27	Tues., June 12	Tues., Aug 21
Tues., April 10	Tues., June 19	Tues., Aug 28
Tues., April 17	Tues., June 26	Tues., Oct 9
Tues., April 24	Tues., July 3	Tues., Oct 23
Tues., May 1	Tues., July 10	Tues., Nov 6
Tues., May 8	Tues., July 17	Tues., Nov 20
	Tues., July 24	Tues., Dec 11

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for three stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

KNIGHTSBRIDGE.

By order of the Executors.—To Noblemen, Members of the Four-in-Hand Clubs, Horse Dealers, and others.—A compact Double Range of Stabling, with coach houses, harness rooms, and dwellings for servants, situate in Crescent-mews. It possesses many advantages, as being suitable to the requirements of a large establishment. Lease, 41 years; ground-rent, £90. In One or Four Lots.

MR. WALTER KNIGHT will SELL by AUCTION, at the MART, on TUESDAY, MARCH 6th, at TWELVE for ONE (unless sold in the interim), the above ESTATE, with possession.

Particulars of Messrs. Allen & Son, Solicitors, 17, Carlisle-street, Soho; also of the Auctioneer, 104, Great Russell-street, W.C.

By order of the Executors of George Parker, deceased.

MR. WALTER KNIGHT will SELL by AUCTION, at the MART, on TUESDAY, MARCH 6, at TWELVE for ONE, the following PROPERTIES:—

A brick-built CORNER HOUSE and SHOP, No. 6, Shaftesbury-terrace, Kew-road, Richmond. Let at the annual rent of £55. Held for 77 years, at £12 per annum. Also

A brick-built RESIDENCE, No. 116, Murray-street, Hoxton. Held for 54 years at £4 4s. per annum, and let to a yearly tenant at, per annum, £30.

Can be viewed by leave of tenants. Particulars of Messrs Lewis & Sons, 7, Wilmington-square, Clerkenwell; and of the Auctioneer, 104, Great Russell-street, Bloomsbury.

EQUITY and LAW LIFE ASSURANCE SOCIETY, 18, Lincoln's-inn-fields, London, W.C.

NOTICE is Hereby Given, that, pursuant to the provisions of the Deed of Settlement, the Annual General Meeting will be held at this Office on TUESDAY, the 20th day of MARCH next, to receive the Report of the Directors; to elect three Directors and two Auditors in the room of those who retire by rotation, and for other business.

The chair will be taken at one o'clock precisely.

By Order of the Board of Directors.

G. W. BERRIDGE, Actuary and Secretary.

March 2, 1888.

THE WHITTINGTON LIFE ASSURANCE COMPANY.

58, MOORGATE STREET, LONDON, E.C.

CHAIRMAN:

MR. ALDERMAN SAUNDERS, J.P.

Total Claims paid from commencement to 31st December, 1886, exceed FOUR HUNDRED THOUSAND POUNDS.

Reversions, Loans with Life Assurance

ALFRED T. BOWSER, Manager.

IMPERIAL FIRE INSURANCE COMPANY.

Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.

Subscribed Capital, £1,200,000; Paid-up, £300,000.

Total Invested Funds over £1,600,000.

E. COZENS SMITH, General Manager.

NORTHERN ASSURANCE COMPANY

Established 1836.

LONDON: 1, Moorgate-street, E.C. ABERDEEN, Union-terrace.

INCOME & FUNDS (1886):—

Fire Premiums	£582,000
Life Premiums	196,000
Interest	131,000
Accumulated Funds	£3,297,000

LAW UNION FIRE and LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1854.

The only Law Insurance Office in the United Kingdom which transacts both Fire and Life Insurance Business.

Chief Office—

216, CHANCERY LANE, LONDON, W.C.

The Funds in hand and Capital Subscribed amount to upwards of £1,900,000 sterling

Chairman—JAMES CUDDON, Esq., of the Middle Temple, Barrister-at-Law.

Deputy-Chairman—CHARLES PEMBERTON, Esq. (Lee & Pembertons), Solicitor, 44, Lincoln's-inn-fields.

The Directors invite attention to the New Form of Life Policy, which is free from all conditions.

Policies of Insurance granted against the contingency of Issue at moderate rates of Premium.

The Company ADVANCES Money on Mortgage or Life Interests and Reversions, whether absolute or contingent.

The Company also purchases Reversions.

Prospectuses, copies of the Directors' Report and Annual Balance Sheet, and every information, sent post-free on application to

FRANK MCGEDY, Actuary and Secretary.

THE SOCIETY of ACCOUNTANTS and AUDITORS. (Incorporated 1885.) The Fellows and Associates of this Society practice in all parts of the United Kingdom, and are styled "Incorporated Accountants." Lists of the Members and all information may be obtained upon application to the Secretary. By order of the Council,

JAMES MARTIN, Secretary.

Offices: 3, Newgate-street, London, E.C.